

EXHIBIT A



**Service of Process
Transmittal**

09/11/2015

CT Log Number 527803308

TO: Melissa Gravlin
FCA US LLC
1000 Chrysler Dr Ofc of
Auburn Hills, MI 48326-2766

RE: Process Served in California

FOR: FCA US LLC (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Dolores Granillo, et al., Pltfs. vs. FCA US LLC, etc., et al., Dfts.
DOCUMENT(S) SERVED: Summons, Cover Sheet, Instructions, Certificate, Complaint
COURT/AGENCY: San Bernardino County - Superior Court - San Bernardino, CA
Case # CIVDS1510614
NATURE OF ACTION: Product Liability Litigation - Breach of Warranty - ZF 9HP Automatic Transmissions
ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA
DATE AND HOUR OF SERVICE: By Process Server on 09/11/2015 at 14:38
JURISDICTION SERVED : California
APPEARANCE OR ANSWER DUE: Within 30 days after service
ATTORNEY(S) / SENDER(S): Jordan L. Lurie
Capstone Law APC
1840 Century Park East, Suite 450
Los Angeles, CA 90067
(310) 556-4811
ACTION ITEMS: CT has retained the current log, Retain Date: 09/11/2015, Expected Purge Date:
09/16/2015
Image SOP
SIGNED: C T Corporation System
ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017
TELEPHONE: 213-337-4615

Page 1 of 1 / RS

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

9/11/15 2:38

SUM-100

**SUMMONS
(CITACION JUDICIAL)****NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):**FCA US LLC, a Delaware limited liability company, and DOES 1-10,
inclusive**YOU ARE BEING SUED BY PLAINTIFF:****(LO ESTÁ DEMANDANDO EL DEMANDANTE):**DOLORES GRANILLO, ALBERT GRANILLO, and DESIREE NAVA,
individually, and on behalf of a class of similarly situated individuals

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 28 2015

BY JESSICA JOANIS
JESSICA JOANIS, DEPUTY

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): San Bernardino County Superior Court

San Bernardino Justice Center

247 West 3rd Street, San Bernardino, CA 92415-0210

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):

Jordan Lurie, Capstone Law APC, 1840 Century Park East, #450, Los Angeles, CA 90067 (310) 556-4811

CASE NUMBER:
(Número del Caso):

CIVDS 1510614

DATE: July 28, 2015
(Fecha)Clerk, by
(Secretario)

JESSICA JOANIS

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served1. ☐ as an individual defendant.2. ☐ as the person sued under the fictitious name of (specify):3. ☒ on behalf of (specify):under: ☐ CCP 416.10 (corporation)☐ CCP 416.20 (defunct corporation)☒ CCP 416.40 (association or partnership)☐ other (specify):4. ☐ by personal delivery on (date):☐ CCP 416.60 (minor)☐ CCP 416.70 (conservatee)☐ CCP 416.90 (authorized person)

Page 1 of 1

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Jordan Lurie, Esq. (SBN 130013) Tarek H. Zohdy (SBN 247775) Capstone Law APC 1840 Century Park East, Suite 450 Los Angeles, CA 90067 TELEPHONE NO.: (310) 556-4811 FAX NO.: (310) 943-0396 ATTORNEY FOR (Name): Plaintiffs Dolores Granillo, Albert Granillo, Desiree Nava		FOR COURT USE ONLY FILED SUPERIOR COURT OF CALIFORNIA COUNTY OF SAN BERNARDINO SAN BERNARDINO DISTRICT JUL 28 2015 BY <u>Jessica Joanis</u> JESSICA JOANIS, DEPUTY	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Bernardino STREET ADDRESS: 247 West Third Street MAILING ADDRESS: 247 West Third Street CITY AND ZIP CODE: San Bernardino, CA 92415-0210 BRANCH NAME: San Bernardino District – Civil Division			
CASE NAME: Granillo, et al v. FCA LLC			
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	CASE NUMBER: CIVDS1510614
		JUDGE:	DEPT:

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input checked="" type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify):
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 28, 2015

Jordan Lurie, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

 Form Adopted for Mandatory Use
 Judicial Council of California
 CM-010 [Rev. July 1, 2007]
CIVIL CASE COVER SHEET
 Cal. Rules of Court, rules 2.30, 3.220, 3.400–3.403, 3.740;
 Cal. Standards of Judicial Administration, std. 3.10
 www.courtinfo.ca.gov

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN BERNARDINO

DOLORES GRANILLO, ALBERT GRANILLO,
and DESIREE NAVA, individually, and on
behalf of a class of similarly situated individuals

CASE NO.: CIVDS1510614

vs.

CERTIFICATE OF ASSIGNMENT

FCA US LLC, a Delaware limited liability
company, and DOES 1-10, inclusive

A civil action or proceeding presented for filing must be accompanied by this Certificate. If the ground is the residence of a party, name and residence shall be stated.

The undersigned declares that the above-entitled matter is filed for proceedings in the
San Bernardino District - Civil Division District of the Superior Court under Rule 404 of this court for the
checked reason:

☒ General☐ Collection**Nature of Action**

- ☐ 1. Adoption
- ☐ 2. Conservator
- ☐ 3. Contract
- ☐ 4. Equity
- ☐ 5. Eminent Domain
- ☐ 6. Family Law
- ☐ 7. Guardianship
- ☐ 8. Harassment
- ☐ 9. Mandate
- ☐ 10. Name Change
- ☐ 11. Personal Injury
- ☐ 12. Personal Property
- ☐ 13. Probate
- ☐ 14. Prohibition
- ☐ 15. Review
- ☐ 16. Title to Real Property
- ☐ 17. Transferred Action
- ☐ 18. Unlawful Detainer
- ☐ 19. Domestic Violence
- ☐ 20. Other
- ☒ 21. THIS FILING WOULD

Ground

- Petitioner resides within the district
- Petitioner or conservatee resides within the district.
- Performance in the district is expressly provided for.
- The cause of action arose within the district.
- The property is located within the district.
- Plaintiff, defendant, petitioner or respondent resides within the district.
- Petitioner or ward resides within the district or has property within the district.
- Plaintiff, defendant, petitioner or respondent resides within the district.
- The defendant functions wholly within the district.
- The petitioner resides within the district.
- The injury occurred within the district.
- The property is located within the district.
- Decedent resided or resides within the district or had property within the district.
- The defendant functions wholly within the district.
- The defendant functions wholly within the district.
- The property is located within the district.
- The lower court is located within the district.
- The property is located within the district.
- The petitioner, defendant, plaintiff or respondent resides within the district.

NORMALLY FALL WITHIN JURISDICTION OF SUPERIOR COURT

The address of the accident, performance, party, detention, place of business, or other factor which qualifies this case for filing in the above-designed district is:

Transaction occurred in San Bernardino County

Victorville Motors, 14617 Civic Drive

NAME - INDICATE TITLE OR OTHER QUALIFYING FACTOR

ADDRESS

Victorville

CA

92394

CITY

STATE

ZIP CODE

I declare, under penalty of perjury, that the foregoing is true and correct and that this declaration was executed
on July 28, 2015 at Los Angeles, California



Signature of Attorney/Party

CERTIFICATE OF ASSIGNMENT

13-16503-360, Rev 06-2014

Jordan L. Lurie (SBN 130013)
Jordan.Lurie@capstonelawyers.com
Robert Friedl (SBN 134947)
Robert.Friedl@capstonelawyers.com
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Telephone: (310) 556-4811
Facsimile: (310) 943-0396

Attorneys for Plaintiffs Dolores Granillo,
Albert Granillo, and Desiree Nava

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

DOLORES GRANILLO, ALBERT
GRANILLO, and DESIREE NAVA,
individually, and on behalf of a class of
similarly situated individuals,

Plaintiffs,

v.

FCA US LLC, a Delaware limited liability
company, and DOES 1-10, inclusive,

Defendants.

Case No.: CIVDS 1510614


CLASS ACTION COMPLAINT FOR:

- (1) Violations of California Consumer Legal Remedies Act
- (2) Violations of Unfair Competition Law
- (3) Breach of Implied Warranty pursuant to Song-Beverly Consumer Warranty Act
- (4) Breach of Warranty under the Magnuson-Moss Warranty Act
- (5) Breach of Express Warranty under Cal. Com. Code § 2313
- (6) Unjust Enrichment

DEMAND FOR JURY TRIAL

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 28 2015

BY 
JESSICA JOANIS, DEPUTY

CLASS ACTION COMPLAINT

INTRODUCTION

1. Plaintiffs Dolores Granillo, Albert Granillo, and Desiree Nava (“Plaintiffs”) bring this action for themselves and on behalf of all persons in California who purchased or leased any FCA US LLC (“FCA”) vehicles equipped with FCA’s 9-speed automatic transmissions (“ZF 9HP Automatic Transmissions”) (collectively, “Class Vehicles”)¹ designed, manufactured, marketed, distributed, sold, warranted, and serviced by FCA (“Defendant”).

2. FCA designed and marketed its vehicles with the new ZF 9HP Automatic Transmissions as “a critical part of [their] strategy to meet fuel economy requirements over the next several years,”² and promising that the new transmission would deliver “numerous benefits customers will appreciate, including aggressive launches, smooth power delivery at highway speeds and improved fuel efficiency versus a six-speed automatic transmission.”³ Accordingly, FCA released the 2014 Jeep Cherokee with “the world’s first nine-speed automatic transmission for a passenger vehicle” and lauded the ZF 9HP Automatic Transmissions as a “leading-edge solution to [...] mileage and emissions objectives.”⁴

3. The ZF 9HP Automatic Transmissions was supposed to serve as a significant technological advancement from previously employed six-speed automatic transmissions due to its unique 9.8 ratio spread and computer-controlled shifting, which were designed together to allow for better performance and fuel economy, while maintaining the ease of use of traditional automatic transmissions.

4. Unfortunately, FCA failed to deliver any vehicles with the ZF 9HP Automatic

¹ On information and belief, these vehicles include, but are not limited to, the following FCA models: 2014-2015 Jeep Cherokee, 2015 Chrysler 200, and 2015 Jeep Renegade

² See FCA Corporate News, *Chrysler Group Plans to Invest Nearly \$20 Million in Toledo Machining Plant* (April 26, 2013), <http://media.chrysler.com/newsrelease.do?id=14171&mid=2> (last visited July 8, 2015).

³ See Press Kit: 2014 Jeep Cherokee, *All New 2014 Jeep Cherokee: No-compromise Mid-size SUV Sets a New Standard* (Sept. 9, 2013), <http://www.media.chrysler.com/newsrelease.do?id=14039&mid=426> (last visited July 8, 2015).

⁴ See AutoBlog.com, *Jeep unveils 9-speed transmission for Cherokee* (Mar. 28, 2013, 2:02PM), <http://www.autoblog.com/2013/03/28/jeep-unveils-9-speed-transmission-for-cherokee/> (last visited July 8, 2015).

1 Transmission that lived up to the promise of a transmission that “shifts through the gears so
 2 smoothly that drivers don’t even notice most of the gear changes.”⁵ Ultimately, the
 3 Cherokee’s release, originally set for “no later than September” 2013⁶, was plagued with
 4 delays due to glitches in “the software that controls how the SUV’s nine-speed transmission
 5 interact[s] with its innovative disconnecting drivetrain.”⁷ Sergio Marchionne, CEO of Fiat
 6 Chrysler Automobiles, later admitted that the transmission lacked “mature” software at the
 7 time of release.⁸

8 5. Traditional automatic transmissions use a set of gears that provides a given
 9 number of ratios. The transmission shifts gears to provide the most appropriate ratio for a
 10 given situation. Normally, that means lower gears for starting, middle gears for acceleration
 11 and passing, and higher gears for more fuel-efficient cruising. The ZF 9HP Automatic
 12 Transmission differs from traditional automatic transmissions in that it employs a 9.8 ratio
 13 spread, as opposed to 6, allowing for shorter shifts between gears, keeping the engine speed as
 14 low as possible, and contributing to greater fuel-efficiency. Additionally, the ZF 9HP
 15 Automatic Transmission borrows fuel-efficient characteristics typically seen in manual
 16 transmissions, such as “dog clutches,” which use less power to shift than the friction clutches
 17 normally utilized in automatic transmissions. However, in contrast to manual transmissions,
 18 the ZF 9HP Automatic Transmission engages the dog clutches with computer software
 19 commands from an electronic control unit in order to save space and ensure that the complex
 20 transmission actually fits inside the vehicles. An automotive journalist best explains the result
 21 of employing the software:

22
 23 ⁵ See *Drive: The ZF Magazine*, Feb. 2013, at 29,
 24 http://www.zf.com/media/media/en/document/corporate_2/downloads_1/customer_magazines/drive/drive_2013_2.pdf (last visited July 8, 2015).

25 ⁶ See Left Lane News, *Jeep Cherokee still waiting on transmission fix* (Oct. 11, 2013,
 26 <http://www.leftlanenews.com/jeep-cherokee-still-waiting-on-transmission-fix.html> (last
 27 visited July 27, 2015).

28 ⁷ See Autoweek.com, *Chrysler CEO vows never to repeat mistakes from Cherokee launch* (Oct. 30, 2013), <http://autoweek.com/article/car-news/chrysler-ceo-vows-never-repeat-mistakes-cherokee-launch> (last visited July 8, 2015).

⁸ See Automotive News, *Another fix for Jeep’s troubled 9-speed* (Feb. 2, 2015, 12:01AM), <http://www.autonews.com/article/20150202/OEM01/302029930/another-fix-for-jeeps-troubled-9-speed> (last visited July 8, 2015).

1 The 9HP's software on the other hand responds by cutting power
 2 initially, then diving as far down the gear-ladder as it can,
 3 engaging the dog clutches and then reinstating your throttle
 command. The result is a somewhat odd delay between the
 pedal on the floor and the car taking off like a bat out of hell.⁹

4 6. Despite the initial skepticism towards the performance of the ZF 9HP
 5 Automatic Transmissions, Sergio Marchionne touted his confidence in the ZF 9HP Automatic
 6 Transmissions, stating that it "has all the elements that we feel are essential to our front-
 7 wheel-drive/all-wheel-drive portfolio"¹⁰ and that "[i]t is still the most viable solution moving
 8 forward."¹¹ Further, FCA's press releases continued to praise the Cherokees' performance
 9 with the newly equipped 9-speed transmission:

10 The all-new 2014 Jeep Cherokee completely redefines the mid-
 11 size SUV segment, delivering legendary Jeep 4x4 capability,
 12 improved fuel economy, superior on-road ride and handling,
 13 revolutionary design, world-class craftsmanship, clever
 14 functionality and versatility, more than 70 safety and security
 features and user-friendly technology. The Jeep Cherokee
 delivers unmatched off-road capability while not sacrificing on-
 road ride and handling, comfort or segment-leading features.¹²

15 And:

16 The 2015 Jeep Cherokee premium on-road manners and fuel
 17 efficiency are a result of a number of efforts by Jeep engineers.
 18 Powered by the choice of two new engines mated to a segment-
 19 first nine-speed automatic transmission, the all-new Cherokee
 20 delivers the power drivers appreciate on the road without
 sacrificing fuel efficiency. With highway fuel economy ratings
 of up to 31 mpg and a driving range on a tank of gasoline of
 nearly 500 miles, the all-new 2015 Jeep Cherokee delivers
 drivers a no-compromise ownership experience.¹³

21
 22 ⁹ See The Truth About Cars, *ZF's 9-Speed 9HP Transmission Puts Dog Clutches On*
 23 *The Leash* (Feb. 8, 2014), <http://www.thetruthaboutcars.com/2014/02/zfs-9-speed-9hp-transmission-puts-dog-clutches-on-the-leash/> (last visited July 8, 2015).

24 ¹⁰ See Autoweek.com, *Chrysler CEO vows never to repeat mistakes from Cherokee*
launch (Oct. 30, 2013), <http://autoweek.com/article/car-news/chrysler-ceo-vows-never-repeat-mistakes-cherokee-launch> (last visited July 8, 2015).

25 ¹¹ See Automotive News, *Marchionne commits to 9-speed, says technology keeps*
 26 *evolving* (Mar. 30, 2014), <http://www.autonews.com/article/20140330/OEM06/303319976/marchionne-commits-to-9-speed-says-technology-keeps-evolving> (last visited July 8, 2015).

27 ¹² See Press Kit: 2014 Jeep Cherokee, *All New 2014 Jeep Cherokee: No-compromise*
 28 *Mid-size SUV Sets a New Standard* (Sept. 9, 2013), <http://www.media.chrysler.com/newsrelease.do?id=14039&mid=426> (last visited July 8, 2015).

¹³ See Press Kit: 2015 Jeep Cherokee, *2015 Jeep Cherokee: Most Capable Mid-size*

7. A vehicle equipped with the ZF 9HP Automatic Transmission should function in a manner that the driver expects, i.e. it should start, accelerate, decelerate, and stop at appropriate times while the driver operates the vehicle. In practice, however, FCA's 9-speed transmission operates erratically, causing numerous safety concerns.

8. Specifically, Plaintiffs are informed and believe, and based thereon allege, that the ZF 9HP Automatic Transmission contains one or more design and/or manufacturing defects in that the transmission exhibits rough, delayed, or sudden shifting or failure to shift; grinding or other loud noises during shifting; harsh engagement of gears; sudden or harsh accelerations/decelerations; sudden loss of power; premature transmission wear; and transmission failure (the "Transmission Defect").

9. The Transmission Defect causes unsafe conditions, including, but not limited to, delayed acceleration, abrupt forward propulsion and sudden loss of power, which present a safety hazard because they severely affect the driver's ability to control the car's speed, acceleration, and deceleration. As an example, these conditions may make it difficult to safely change lanes, make turns, merge into traffic, accelerate from stop light/sign, and accelerate onto highways/freeways because Class Members' vehicles have failed to accelerate when they attempted to change lanes, turn, and/or merge onto highways.

10. On information and belief, Defendant's corporate officers, directors, or managers knew about the Transmission Defect and failed to disclose it to Plaintiffs and Class Members, at the time of sale, lease, repair, and thereafter.

11. On information and belief, the Class Vehicles utilize the same or substantially identical ZF 9HP Automatic Transmissions, and the Transmission Defect is the same for all Class Vehicles.

12. On information and belief, the Transmission Defect also causes premature wear to the 9-speed transmission and other related components, which may result in premature transmission failure and require expensive repairs, including possible replacement of the

SUV Expands Availability of Features Customers Desire for 2015 (Sept. 2, 2014), <http://www.media.chrysler.com/newsrelease.do?&id=15865&mid=426> (last visited July 8, 2015).

1 transmission and its related components.

2 13. As a result of the Transmission Defect, FCA has issued several Technical
3 Service Bulletins (“TSBs”), as well as three transmission software updates, to its dealers in the
4 United States, acknowledging defects in the 9HP Automatic Transmission. For example, FCA
5 issued TSB #SB-21-013-13 on or around November 14, 2013, to its dealers, covering the 2014
6 Jeep Cherokee, and informed them of the procedure to be followed in the event customers
7 “indicate that their transmission shift quality does not meet their expectations” and poor shift
8 quality is identified during “New Vehicle Preparation ‘Road Test’.” Further, FCA issued TSB
9 #SB-21-014-13 on or around December 19, 2013, to its dealers, covering the 2014 Jeep
10 Cherokee, and informed them that “ON SOME JEEPS, WITH NEW SOFTWARE
11 ROBUSTNESS IMPROVEMENTS, EXPERIENCING INCONSISTENT AND/OR
12 HARSH1-2 or 2-3 UPSHIFTS.”

13 14. Additionally, FCA’s TSB #21-018-04 from or around May 15, 2014, which
14 supersedes the December 2013 TSB (#SB-21-014-13) previously mentioned, addressed
15 customer complaints regarding the 2014 Jeep Cherokee transmission’s poor shifting and
16 included a “five-minute software reset” and, in some cases, a 78-minute “adaptive drive learn”
17 test performed by the service technician to ensure appropriate shifting.¹⁴ A Chrysler
18 spokesperson told Automotive News that the software update was in response to “customer
19 feedback” and to “improve satisfaction.”¹⁵ Despite issuing three successive Technical Service
20 Bulletins and two software updates within the first six months of production, Sergio
21 Marchionne, CEO of Fiat Chrysler Automobiles, stated in May 2014 that “he was not
22 concerned about the quality of the nine-speed automatic transmission.”¹⁶

23 15. However, consumer complaints persisted and FCA’s promises again fell short
24 when it issued TSB #81-016-1053 on or around October 1, 2014, covering the 2014-2015 Jeep
25 Cherokees and 2015 Chrysler 200, informing dealers that the “TRANSMISSION MAY NOT

26 ¹⁴ See Automotive News, *Jeep 9-speed needs a reset again* (May 26, 2015),
27 [http://www.autonews.com/article/20140526/OEM06/305269979/jeep-9-speed-needs-a-reset-](http://www.autonews.com/article/20140526/OEM06/305269979/jeep-9-speed-needs-a-reset-again)
again (last visited July 8, 2015).

28 ¹⁵ *Id.*

¹⁶ *Id.*

1 ALLOW THE TRANSAXLE TO SHIFT GEAR DUE TO TRANSMISSION CONTROL
 2 MODULE SOFTWARE.” In February 2015, FCA issued TSB #21-008-15, covering the
 3 2014-2015 Jeep Cherokees and 2015 Chrysler 200, providing to dealers “INFORMATION
 4 REGARDING AN ISSUE, ON SOME VEHICLES, WHEREBY 5-4 DOWNSHIFTING, IS
 5 LESS THAN DESIRED AND MALFUNCTION INDICATOR LAMP (MIL) WILL
 6 ILLUMINATE AND REMOVING, DISASSEMBLING AND REPLACING C-CLUTCH
 7 SNAP RING AND TRANSMISSION.” Additionally, in or around February 2015, FCA
 8 released its third transmission software update for vehicles equipped with the ZF 9HP
 9 Automatic Transmission in response to consumer complaints reporting conditions such as
 10 “sudden lunges from unexpected downshifts, a lack of kickdown upon entering highways,
 11 front-axle vibration in low gears, and complete failures in which the transmission shifts into
 12 neutral while driving and lights up the dash with warning lights.”¹⁷ FCA issued TSB #21-
 13 015-15 on or around March 4, 2015, relating to above-mentioned software update.

14 16. On information and belief, consumers continued to experience problems with
 15 their vehicles despite the purported fixes, including, but not limited to: rough, delayed, or
 16 sudden shifting or failure to shift; grinding or other loud noises during shifting; harsh
 17 engagement of gears; sudden or harsh accelerations/decelerations; sudden loss of power; and
 18 premature transmission wear.

19 17. Because FCA will not notify Class Members that the ZF 9HP Automatic
 20 Transmission is defective, Plaintiffs, Class Members, and members of the general public are
 21 subjected to dangerous driving conditions that often occur without warning.

22 18. The alleged Transmission Defect was inherent in each FCA vehicle equipped
 23 with the ZF 9HP Automatic Transmission and was present in each FCA vehicle equipped with
 24 the ZF 9HP Automatic transmission at the time of sale.

25 19. FCA knew about and concealed the Transmission Defect present in every Class
 26

27 ¹⁷ See Car and Driver, *Holy Shift: ZF 9-speed Automatic Problems Mount, Chrysler*
 28 *Releases Third Software Update for Jeep Cherokee* (Feb. 4, 2015, 1:55PM),
<http://blog.caranddriver.com/holy-shift-zf-9-speed-automatic-problems-mount-chrysler-releases-third-software-update-for-jeep-cherokee/> (last visited July 8, 2015).

1 Vehicle, along with the attendant dangerous safety problems, from Plaintiffs and Class
 2 Members, at the time of sale, lease, repair, and thereafter. In fact, instead of repairing the
 3 defects in the ZF 9HP Automatic Transmission, FCA either refused to acknowledge the
 4 defects' existence or performed repairs that simply masked the defects.

5 20. If Plaintiffs and Class Members had known about these defects at the time of
 6 sale or lease, Plaintiffs and Class Members would not have purchased or leased the Class
 7 Vehicles or would have paid less for them.

8 21. As a result of their reliance on Defendant's omissions and/or
 9 misrepresentations, owners and/or lessees of the Class Vehicles suffered an ascertainable loss
 10 of money, property, and/or value of their Class Vehicles. Additionally, as a result of the
 11 Transmission Defect, Plaintiffs and Class Members were harmed and suffered actual damages
 12 in that the Class Vehicles' transmission components are substantially certain to fail before
 13 their expected useful life has run.

14 THE PARTIES

15 Plaintiffs Dolores and Albert Granillo

16 22. Plaintiffs Dolores and Albert Granillo ("Granillos") are California citizens who
 17 reside in Hesperia, California.

18 23. On or around October 4, 2014, Granillos purchased a new 2015 Jeep Cherokee
 19 from Victorville Motors, Inc., an authorized FCA dealer in San Bernardino County.
 20 Granillos' vehicle was equipped with a ZF 9HP Automatic Transmission.

21 24. Granillos purchased their vehicle primarily for personal, family, or household
 22 use. FCA manufactured, sold, distributed, advertised, marketed, and warranted the vehicle.

23 25. Passenger safety and reliability were factors in Granillos' decision to purchase
 24 their vehicle. Prior to purchasing their vehicle, Granillos reviewed specific features and
 25 options for the Jeep Cherokee on Jeep's official website. They also test drove a Jeep
 26 Cherokee prior to their purchase.

27 26. Had FCA disclosed the Transmission Defect before Granillos purchased their
 28 vehicle, Granillos would have seen such disclosures and been aware of them. Indeed, FCA's

1 omissions were material to Granillos. Like all members of the Class, Granillos would not
2 have purchased their Class Vehicle, or would have paid less for the vehicle, had they known
3 of the Transmission Defect.

4 27. After purchasing the vehicle, and within the first month of their purchase, the
5 Granillos noticed symptoms of the Transmission Defect, including rough and erratic shifting
6 and loud “clunking” noises during shifting.

7 28. On or around November 19, 2014, with approximately 1,316 miles on the
8 odometer, Granillos brought their vehicle to Victorville Motors Inc., where they purchased the
9 vehicle, complaining that the vehicle “was not shifting” and was “making a clunk nosie (sic)”.
10 The FCA-certified service technician inspected the vehicle, confirmed that the vehicle was
11 “stuck in 4th gear,” and updated the software on the powertrain control module and
12 transmission control module after referencing “star case #S1421000018.” The “star case” was
13 a reference to FCA’s Service Technical Assistance Resource (“STAR”) Center, which is
14 FCA’s engineer/technical team.

15 29. Just one month later, on or around December 11, 2014, with approximately
16 1,780 miles on the odometer, Granillos had their vehicle towed to Victorville Motors, Inc.
17 because the transmission completely shut down on a major freeway and Mrs. Granillo was
18 forced to coast to the side of the freeway to avoid an accident. The FCA-certified service
19 technician inspected the vehicle, verified Granillos’ concerns, and replaced the entire
20 transmission. Granillos’ repair order states “GUEST STATES THAT SHE WAS DRIVING
21 ON THE FREEWAY AND THE VEHICLE JUST LOST ALL POWER AND STARTER
22 (SIC) CLUNKING THEN SAID SERVICE TRANSMISSION AND WOULD NOT GO
23 FASTER THAN 25 MPH GUEST STATES THAT THE VEHICLE WOULD NOT GO INTO
24 REVERSE GUEST HAD VEHICLE TOWED IN.” The mechanics replaced Granillos’
25 transmission after referencing “star case [#]142000018” and determined that no further actions
26 were required at that point.

27 30. Despite providing FCA and its authorized dealer with multiple opportunities to
28 repair their vehicle, Granillos continue to experience the Transmission Defect, including, but

1 not limited to, shuddering, rough shifting, and jerking.

2 31. At all times, Granillos, like all Class Members, have driven their vehicle in a
3 foreseeable manner and in the manner in which it was intended to be used.

4 **Plaintiff Desiree Nava**

5 32. Plaintiff Desiree Nava ("Nava") is a California citizen who resides in
6 Oceanside, California.

7 33. On or around June 17, 2014, Nava purchased a new 2014 Jeep Cherokee from
8 Bob Baker Automotive Inc., d/b/a Bob Baker Chrysler Jeep Dodge Ram Carlsbad, an
9 authorized FCA dealer in San Diego County. Nava's vehicle was equipped with a ZF 9HP
10 Automatic Transmission.

11 34. Nava purchased her vehicle primarily for personal, family, or household use.
12 FCA manufactured, sold, distributed, advertised, marketed, and warranted the vehicle.

13 35. Passenger safety and reliability were factors in Nava's decision to purchase her
14 vehicle. Prior to purchasing her vehicle, Nava reviewed the Jeep.com website. Prior to
15 purchasing, Nava also test drove the exact Jeep Cherokee with the ZF 9HP Automatic
16 Transmission that she ultimately purchased.

17 36. Had FCA disclosed the Transmission Defect before Nava purchased her
18 vehicle, Nava would have seen such disclosures and been aware of them. Indeed, FCA's
19 omissions were material to Nava. Like all members of the Class, Nava would not have
20 purchased her Class Vehicle, or would have paid less for the vehicle, had she known of the
21 Transmission Defect.

22 37. After purchasing the vehicle, and within the first nine months of her purchase,
23 Nava noticed symptoms of the Transmission Defect, including the vehicle shuddering,
24 jerking, hesitating before accelerating from a stop, and jolting forward when gears actually
25 engage.

26 38. On or around May 6, 2015, with approximately 23,332 miles on the odometer,
27 Nava brought her vehicle to Bob Baker Chrysler Jeep Dodge Ram Carlsbad, an authorized
28 FCA dealer in Carlsbad, California, complaining that the vehicle was hesitating when

1 accelerating from a stop, followed by “jerking” when the vehicle actually did accelerate. The
2 dealership failed to conduct any repairs other than a software update to the powertrain control
3 module and transmission control module.

4 39. Despite providing FCA and its authorized dealer with an opportunity to repair
5 her vehicle, Nava continues to experience the Transmission Defect, including, but not limited
6 to, shuddering, vibrating, rough shifting, jerking, and sudden acceleration/deceleration.

7 40. At all times, Nava, like all Class Members, has driven her vehicle in a
8 foreseeable manner and in the manner in which it was intended to be used.

9 **Defendant**

10 41. Defendant FCA US LLC is a limited liability company organized and in
11 existence under the laws of the State of Delaware and registered to do business in the State of
12 California. FCA US LLC’s Corporate Headquarters are located at 1000 Chrysler Drive,
13 Auburn Hills, Michigan 48326. FCA US LLC designs, manufactures, markets, distributes,
14 services, repairs, sells, and leases passenger vehicles, including the Class Vehicles, nationwide
15 and in California. FCA US LLC is the warrantor and distributor of the Class Vehicles in the
16 United States.

17 42. At all times relevant herein, Defendant is and has been engaged in the business
18 of designing, manufacturing, constructing, assembling, marketing, distributing, and selling
19 automobiles and other motor vehicles and motor vehicle components in San Bernardino
20 County and throughout the United States of America.

21 **JURISDICTION**

22 43. This Court has jurisdiction over this action pursuant to California Code of Civil
23 Procedure § 410.10. Personal jurisdiction over FCA is proper, because FCA has purposefully
24 availed itself of the privilege of conducting business activities in California, including, but not
25 limited to, designing, marketing, distributing, and/or selling Class Vehicles to Plaintiffs and
26 prospective class members.

27 44. This class action is brought pursuant to California Code of Civil Procedure §
28 382. Plaintiffs are California residents, as are all prospective class members. The monetary

1 damages and restitution sought by Plaintiffs and the prospective class members exceed the
 2 minimal jurisdiction limits of the Superior Court and will be established according to proof at
 3 trial.

4 VENUE

5 45. Venue is proper in this Court pursuant to California Code of Civil Procedure §§
 6 395, 395.5, and California Civil Code § 1780, because Plaintiff Dolores Granillo resides in the
 7 County of San Bernardino, California, and the acts, omissions, and contractual performance
 8 alleged herein took place in the County of San Bernardino, California. Plaintiffs'
 9 Declarations, as required under Cal. Civ. Code section 1780(d), which reflect that Defendant
 10 is doing business in San Bernardino County, California, is filed concurrently as Exhibit 1.

11 FACTUAL ALLEGATIONS

12 46. Since 2013, FCA has designed, manufactured, distributed, sold, and leased the
 13 Class Vehicles. FCA has sold, directly or indirectly, through dealers and other retail outlets,
 14 thousands of Class Vehicles¹⁸ equipped with the ZF 9HP Automatic Transmission in
 15 California.

16 47. FCA designed and marketed its vehicles with new ZF 9HP Automatic
 17 Transmissions as "a critical part of [their] strategy to meet fuel economy requirements over
 18 the next several years,"¹⁹ and promising that the new transmission would deliver "numerous
 19 benefits customers will appreciate, including aggressive launches, smooth power delivery at
 20 highway speeds and improved fuel efficiency versus a six-speed automatic transmission."²⁰

21 48. Unfortunately, FCA failed to deliver any vehicles with ZF 9HP Automatic
 22 Transmissions that lived up to the promise of a transmission that "shifts through the gears so
 23

24 ¹⁸ On information and belief, these vehicles include, but are not limited to, the
 25 following FCA models: 2014-2015 Jeep Cherokee, 2015 Chrysler 200, and 2015 Jeep
 Renegade.

26 ¹⁹ See FCA Corporate News, *Chrysler Group Plans to Invest Nearly \$20 Million in*
 27 *Toledo Machining Plant* (April 26, 2013), <http://media.chrysler.com/newsrelease.do?id=14171&mid=2>.

28 ²⁰ See Press Kit: 2014 Jeep Cherokee, *All New 2014 Jeep Cherokee: No-compromise*
Mid-size SUV Sets a New Standard (Sept. 9, 2013), <http://www.media.chrysler.com/newsrelease.do?id=14039&mid=426> (last visited July 8, 2015).

1 smoothly that drivers don't even notice most of the gear changes."²¹ The Cherokee's release,
 2 originally set for "no later than September" 2013,²² was plagued with delays due to glitches in
 3 "the software that controls how the SUV's nine-speed transmission interact[s] with its
 4 innovative disconnecting drivetrain."²³ Sergio Marchionne, CEO of Fiat Chrysler
 5 Automobiles, later admitted that the transmission lacked "mature" software at the time of
 6 release.²⁴ Beginning soon after release, through consumer complaints, dealership repair orders,
 7 and data regarding the FCA ZF 9HP Automatic Transmission, among other internal sources,
 8 Defendant knew or should have known that the Class Vehicles and the ZF 9HP Automatic
 9 Transmission contained one or more design and/or manufacturing defects that adversely affect
 10 the drivability of the Class Vehicles and cause safety hazards. Nevertheless, Defendant has
 11 actively concealed and failed to disclose this defect to Plaintiffs and Class Members at the
 12 time of purchase or lease and thereafter.

13 49. On information and belief, Defendant's corporate officers, directors, or
 14 managers knew about the Transmission Defect and failed to disclose it to Plaintiffs and Class
 15 Members, at the time of sale, lease, repair, and thereafter.

16 50. A vehicle equipped with the ZF 9HP Automatic Transmission should function
 17 in a manner that the driver expects, i.e. it should start, accelerate, decelerate, and stop at
 18 appropriate times while the driver operates the vehicle. In practice, however, FCA's 9-speed
 19 transmission behaves erratically, causing numerous safety concerns.

20 51. Dating back to at least October 2013, FCA was aware of the defects of the ZF
 21 9HP Automatic Transmissions. FCA, however, failed and refused to disclose these known
 22 defects to consumers. As a result of this failure, Plaintiffs and Class Members have been

23 ²¹ See *Drive: The ZF Magazine*, Feb. 2013, at 29, available at http://www.zf.com/corporate/en_de/magazine/drive_magazine_zf/drive_magazine.html.

24 ²² See Left Lane News, *Jeep Cherokee still waiting on transmission fix* (Oct. 11, 2013),
 25 <http://www.leftlanenews.com/jeep-cherokee-still-waiting-on-transmission-fix.html> (last
 visited July 27, 2015).

26 ²³ See Autoweek, *Chrysler CEO vows never to repeat mistakes from Cherokee launch*
 27 (Oct. 30, 2013), <http://autoweek.com/article/carnews/chryslerceovowsneverrepeatmistakes>
 CherokeeLaunch.

28 ²⁴ See Automotive News, *Another fix for Jeep's troubled 9-speed* (Feb. 2, 2015,
 12:01AM), <http://www.autonews.com/article/20150202/OEM01/302029930/another%ADfix%ADfor%ADJeeps%ADtroubled%AD9%ADspeed5/10>.

1 damaged.

2 **The Transmission Defect Poses an Unreasonable Safety Hazard**

3 52. The Transmission Defect causes unsafe conditions in the Class Vehicles,
4 including, but not limited to, the vehicles' inability to properly respond to driver input, such as
5 acceleration and deceleration attempts, thereby rendering the driver unable to speed up or
6 slow down appropriately while the vehicle is in motion. These conditions present a safety
7 hazard, because they can severely affect the driver's ability to control the car's speed,
8 acceleration, and deceleration. For example, these conditions make it difficult to safely
9 change lanes, appropriately accelerate from a stop, merge into traffic, or make turns.

10 53. Complaints that Class Vehicles' owners and lessees filed with the National
11 Highway Traffic Safety Administration ("NHTSA") demonstrate that the defect is widespread
12 and dangerous and that it manifests without warning. The complaints also indicate
13 Defendant's awareness of the problems with the transmission and how potentially dangerous
14 the defect is for consumers. The following is just a sampling of the over 300 safety-related
15 complaints that describe the Transmission Defect in Class Vehicles, including, but not limited
16 to, 2014-2015 Jeep Cherokee, 2015 Chrysler 200, and 2015 Jeep Renegade vehicles (spelling
17 and grammar mistakes remain as found in the original) (Safecar.gov, *Search for Complaints*
18 (July 2, 2015), <http://www-odi.nhtsa.dot.gov/complaints/>):

19 **2015 JEEP CHEROKEE**

20 a) (2015 Jeep Cherokee 6/13/2015) THE VEHICLE HAS A VERY
21 DANGEROUS HESITATION. IT DOES NOT DOWNSHIFT PROPERLY
22 WHEN TRYING TO ACCELERATE.. THIS MAKES ANY LANE CHANGE,
23 HIGHWAY APPROACH, TURN, OR EMRGENCY MANUEVER
24 EXTREMELY DANGEROUS. THIS VEHICLE CAN'T BE SAFELY
25 DRIVEN IN TRAFFIC, OR TAKEN OFF ROAD AS DESIGNED. FCA HAS
26 NOT REMEDIED THE IISSUE AND HAS MADE THE VEHICLE WORSE
27 WITH THEIR LATEST UPDATES. THIS HAPPENS EVERY SINGLE TIME
28 THE VEHICLE HAS BEEN DRIVEN.IT HAS BEEN IN THE SHOP TWICE
FOR REPAIRS. THE EXCUSE IS IT IS OPREATING AS DESIGNED. IN
ESSENCE A POOR DESIGN IS SOMTHING WE HAVE TO LIVE WITH
AND BE OKAY WITH DRIVING IN DANGER? THIS IS A SAFETY
HAZZARD THAT NEEDS TO BE INVESTIGATED BEFORE SOMEONE
DIES. THE PUBLIC SHOULD KNOW ABOUT THE VEHICLE DANGER
BEFORE THEY DECIDE TO PURCHASE ONE

b) (2015 Jeep Cherokee 5/21/2015) CAR UPDATED ON 5/20/15 WITH LATEST

TSB 21-21-15A FOR TRANSMISSION CONTROL MODULE. CAR NOW SKIPS 2ND GEAR WHEN DOWNSHIFTING (COASTING). ON ROLLING STOPS THE CAR IS STUCK ON 3RD GEAR CAUSING LACK OF ACCELERATION WHILE TRAFFIC BEHIND EXPECTS CAR TO GET MOVING (HIGHWAY ENTRY RAMP). IF GAS IS FLOORED CAR FINALLY REACTS AND SKIPS TO 1ST CAUSING WHEELSPIN. CAR HAS SLID DURING WET CONDITIONS. WITH SNOW THIS CAN BE LETHAL. CAR DID NOT SKIP 2ND GEAR BEFORE TSB. DEALER ADVISED THIS BEHAVIOR IS THE NEW STANDARD.

c) (2015 Jeep Cherokee 5/8/2015) PURCHASED A 2015 JEEP CHEROKEE LATITUDE 4X4 ON 2/28/2015. STARTED HAVING ISSUES WITH THE TRANSMISSION HESITATING AND JERKING INTO GEAR. TOOK IT TO THE DEALERSHIP ON 5/1/2015 AND WAS INFORMED THAT THERE IS A COMPUTER GLITCH THAT THE MANUFACTURER IS AWARE OF, BUT THERE IS NO FIX FOR IT. THEY SAY ITS SAFE TO DRIVE. ON 5/7/2015 I ALMOST GOT T-BONED BECAUSE THE TRANSMISSION WOULDN'T SHIFT PULLING OUT OF A PARKING LOT INTO TRAFFIC. IT FINALLY JERKED INTO GEAR BUT CONTINUED TO JERK AND WOULD NOT GO OVER 25MPH AND MY CHECK ENGINE LIGHT AND ERRORS CAME ON ABOUT THE START/STOP FUNCTION. THE DEALERSHIP TOWED MY CAR AND I AM USING A LOANER. THEY HAVE NO IDEA HOW TO FIX IT. THE 2015 JEEP CHEROKEE'S ARE COMPLETELY UNSAFE TO DRIVE! SPENT OVER \$30,000 ON A VEHICLE THAT I CAN'T SAFELY DRIVE.

d) (2015 Jeep Cherokee 4/25/2015) JEEP PERFORMED A RECALL ON TCM/PCM FOR THE 9 SPEED TRANSMISSION. NOW AT LOW SPEEDS 2-5MPH IN AN INTERSECTION OR FROM A STOP SIGN, OR SLOW DOWN ON RAILROAD TRACKS THE CAR WILL NOT MOVE EVEN WITH THE GAS PEDAL TO THE FLOOR, UP TO A 5 SECOND DELAY. WE WERE IN AN INTERSECTION, THE LIGHT CHANGED AND CARS WERE ONCOMING, AFTER HITTING THE GAS PEDAL THE CAR JUST SAT THERE, THIS HAS HAPPENED MULTIPLE TIMES AND WE WERE ALMOST HIT. TOOK IT BACK AND IT WAS REPROGRAMMED. STILL HAS THE SAME DELAY, TAKING IT BACK FOR THE 3RD TIME. IF YOU DO A ROLLING STOP AND START OUT INTO THE INTERSECTION THE CAR REFUSES TO MOVE, THE ENGINE IS RUNNING, BUT NO RESPONSE FROM THE JEEP. WE ARE AFRAID WE WILL GET STUCK IN AN INTERSECTION OR RAILROAD TRACK AND GET KILLED! THE JEEP ONLY HAS 4000 MILES ON IT. IF YOUR JEEP IS RUNNING FINE...DO NOT LET THEM REPROGRAM THE TRANSMISSION!!!

e) (2015 Jeep Cherokee 3/13/2015) A FEW WEEKS AFTER I PURCHASED THIS JEEP 2015 CHEROKEE, I NOTICED THAT UPON DECELERATION AND BRAKING, AS THE TRANSMISSION WENT FROM ONE GEAR TO A LOWER GEAR, THE CAR WOULD ACCELERATE IN THE LOWER GEAR, LUNGING THE CAR FORWARD. THOUGH THIS HASN'T CAUSED AN ACCIDENT, I BELIEVE IT COULD IN CERTAIN SITUATIONS. I HAVE TAKEN THE VEHICLE TO THE CHRYSLER DEALERSHIP TWICE NOW. THE FIRST TIME THEY RELOADED THE COMPUTER SOFTWARE; THEY TOLD ME THAT IT HAD THE LATEST SOFTWARE, BUT THEY RELOADED IT JUST TO MAKE SURE THERE WERE NO ISSUES. THE PROBLEMS ACTUALLY GOT WORSE WITH

1 THE RELOADED SOFTWARE. THE TRANSMISSION WILL ALSO
 2 "CLUNK" FROM TIME TO TIME WHEN CHANGING GEARS, EVEN
 3 WHEN I AM STOPPED AND CHANGE FROM DRIVE TO REVERSE,
 4 REVERSE TO PARK, OR DRIVE TO PARK.

5 f) (2015 Jeep Cherokee 1/2/2015) LOUD NOISE FROM THE
 6 ENGINE/TRANSMISSION THEN THE CAR COMPLETELY SHUTS
 7 DOWN AND COMES TO A COMPLETE STOP IN THE ROAD. THE CAR
 8 WILL THEN RESTART ALL SYSTEMS WITH CHECK ENGINE LIGHT
 9 ON. HAS HAPPENED AND BEEN TAKEN TO THE DEALERSHIP FOR
 10 REPAIRS ON 10/20/2014, 12/1/2014, 12/3/2014, 12/12/2014, 12/22/2014.
 11 DEALERSHIP NOR CHRYSLER KNOW WHAT IS CAUSING THE ISSUE
 12 AND WILL NOT DO ANYTHING EXCEPT TRY TO REPAIR. I HAVE
 13 CONCERNS THAT IF THIS ISSUE HAPPENS AT HIGHER SPEEDS ON
 14 INTERSTATE WHAT WOULD HAPPEN.

15 g) (2015 Jeep Cherokee 12/8/2014) VEHICLE WAS TRAVELING ON
 16 INTERSTATE HIGHWAY WHEN SERVICE TRANSMISSION LIGHT
 17 CAME ON IN THE STORED MESSAGES, THEN THE MALFUNCTION
 18 INDICATOR LIGHT AND SERVICE ENGINE LIGHT CAME ON. WITHIN
 19 MINUTES, DRIVEABILITY ISSUES BECAME APPARENT WITH NO
 20 ACCELERATION AND SLIPPING GEARS/UNABLE TO SHIFT INTO
 21 GEARS. ONCE THE CAR SLOWED/STOPPED, THE VEHICLE WAS
 22 UNABLE TO SHIFT INTO LOWER GEARS TO MOVE. THE VEHICLE
 23 HAD RECEIVED THE P56 RECALL TO UPDATE THE COMPUTER
 24 SOFTWARE TO THE TRANSMISSION CONTROL MODULE ONE
 25 MONTH PRIOR TO THIS INCIDENT.

26 h) (2015 Jeep Cherokee 12/7/2014) VEHICLE HAD DRIVEABILITY ISSUES
 27 WITH TRANSMISSION SLIPPING IN LOWER GEARS. CAR HAS
 28 RECEIVED THREE SOFTWARE UPDATES TO TRANSMISSION
 CONTROL MODULE PRIOR TO THIS INCIDENT.

2014 JEEP CHEROKEE

19 a) (2014 Jeep Cherokee 5/27/2015) THE VEHICLE FAILS TO ACCELERATE
 20 PROPERLY FROM SLOW SPEEDS. THIS HAS BEEN AN ONGOING
 21 PROBLEM SINCE A RECALL ("R01") WAS PERFORMED ON THE
 22 TRANSMISSION. MULTIPLE ATTEMPTS BY DEALERS TO IMPROVE
 23 THIS CONDITION HAVE FAILED. I AM TOLD THAT THIS IS THE WAY
 24 FIAT/CHRYSLER HAS DECIDED TO MAKE THESE TRANSMISSIONS
 25 WORK, IN ORDER TO PREVENT FAILURE DUE TO A DESIGN FLAW.
 26 THE CURRENT SOFTWARE NO LONGER ALLOWS THE
 27 TRANSMISSION TO DOWNSHIFT BELOW THIRD GEAR UNLESS THE
 28 VEHICLE IS COMPLETELY STOPPED. THEREFORE, IF DRIVING
 CONDITIONS REQUIRE YOU TO SLOW DOWN (TO AS SLOW AS 1
 MPH) AND THEN YOU NEED TO ACCELERATE, THE TRANSMISSION
 REMAINS IN THIRD GEAR AND PROVIDES LITTLE TO NO RESPONSE.
 IF YOU FLOOR IT, THE TRANSMISSION WILL SOMETIMES,
 EVENTUALLY SLAM INTO FIRST GEAR, BUT ONLY AFTER
 STRUGGLING IT'S HARDEST TO ACCELERATE IN THIRD GEAR,
 WHICH INVOLVES THE TORQUE CONVERTER ALLOWING THE
 ENGINE TO REV, SO THAT THE RESULTING SHIFT INTO FIRST GEAR
 IS EXTREMELY ROUGH AND OFTEN ACCOMPANIED BY WHEEL

1 SPIN. THE TRANSMISSION WILL NO LONGER, EVER, UNDER ANY
 2 CIRCUMSTANCES, DOWNSHIFT INTO SECOND GEAR. THE HARD
 3 JOLTS AND WHEEL SPIN OF THE 3-1 SHIFT ARE SOMEWHAT
 4 DANGEROUS, BUT ARE STILL BY FAR PREFERABLE TO THE TIMES
 5 WHEN THE TRANSMISSION COMPLETELY REFUSES TO DOWNSHIFT,
 6 AND SIMPLY LEAVES YOU A SITTING DUCK TO APPROACHING
 7 VEHICLES. SIMPLY PULLING INTO TRAFFIC, WHETHER IT BE
 8 ENTERING A ROUNDABOUT, OR CHANGING LANES FROM A
 9 SLOWER LANE TO A FASTER ONE, OR EVEN JUST MERGING, IS
 10 ALWAYS STRESSFUL, BECAUSE WE JUST DON'T KNOW HOW, OR
 11 EVEN IF THE VEHICLE WILL RESPOND TO THROTTLE INPUT. THERE
 12 HAVE BEEN TIMES WHEN OTHER VEHICLES HAVE HAD TO SLAM
 13 ON THEIR BRAKES TO AVOID HITTING US, BECAUSE WE COULD
 14 NOT ACCELERATE. PART OF THAT IS DUE TO THEIR
 15 EXPECTATIONS. WHEN YOU PULL OUT, THEY EXPECT YOU TO
 16 ACCELERATE AT A COMMENSURATE RATE, WHEN YOU DON'T,
 17 THEY FIND THEMSELVES ON YOUR BUMPER IN A HURRY.
 18 SOMEBODY WILL GET HIT

10 b) (2014 Jeep Cherokee 4/9/2015) THE PROBLEM WITH CHOPPY SHIFTING
 11 WAS APPARENT AS SOON AS I PICKED UP THE VEHICLE. SOON
 12 AFTER LEAVING THE DEALERSHIP, MULTIPLE LIGHTS LIT UP AND
 13 THE SHIFTING WAS ABRUPT AND THERE WAS A FIRE SMELL. UPON
 14 RETURNING TO THE DEALERSHIP, I WAS INFORMED THAT THERE
 15 WAS A SOFTWARE "GLITCH," WHICH THEY REPAIRED. SINCE THEN,
 16 FOR ONE YEAR, THE CAR CONTINUES TO HAVE CHOPPY AND
 17 INCONSISTENT SHIFTING. IT IS A VERY TEMPERAMENTAL AND
 18 DIFFICULT VEHICLE TO DRIVE. THE LATEST SOFTWARE PATCH,
 19 INSTALLED ON 3/29/15 MADE SHIFTING FROM START UP TO
 20 FIRST/SECOND GEAR WORSE. THE CAR IS BEING RETURNED TO
 21 THE DEALERSHIP ON 4/13/15 FOR FURTHER INVESTIGATION.

17 c) (2014 Jeep Cherokee 3/18/2015) WHEN ACCELERATING FROM A STOP,
 18 THE TRANSMISSION EITHER GRABS AND LURCHES OR IT SEEMS TO
 19 SLIP WHILE IT SEARCHES FOR THE RIGHT GEAR. THE DEALER KEPT
 20 THE CAR FOR A DAY AND RE-INSTALLED A SOFTWARE UPGRADE.
 21 THIS DID NOT HELP. THE PROBLEM PERSISTED. WHEN WE TOOK
 22 THE CAR BACK TO THE DEALER AGAIN, THEY STATED THAT THE
 23 CAR IS "OPERATING AS DESIGNED" AND "EVEN INSTALLING A NEW
 24 TRANSMISSION WOULD NOT HELP". WE CONTACTED CHRYSLER
 25 CUSTOMER CENTER AND EXPLAINED THE ISSUE TO THEM AND
 26 THEY CALLED THE DEALER AND STATED THAT WE WOULD NEED
 27 TO "LEARN TO WORK WITH THE TRANSMISSION" AND THAT THEY
 28 HAVE TO GO WITH WHAT THE DEALER TELLS THEM. THE CAR IS
 CONTINUING TO HAVE THIS PROBLEM.

24 d) (2014 Jeep Cherokee 2/8/2015) I TOOK DELIVERY OF MY NEW 2014 JEEP
 25 CHEROKEE ON SEPTEMBER 16, 2014. RIGHT FROM THE START I
 26 STARTED HAVING TRANSMISSION ISSUES. CHRYSLER JEEP SAID
 27 THAT THEY WERE GOING TO OPEN A "CASE FILE" ON THE CAR AND
 28 TO RETURN THE CAR TO THE SERVICE MANAGER AT THE
 DEALERSHIP. I TOOK THE CAR INTO THE DEALERSHIP, AND
 EXPLAINED WHAT THE REPRESENTATIVE HAD TOLD ME. THE
 SERVICE MANAGER SAID THAT THERE WAS NO "CASE FILE"
 OPENED ON MY VEHICLE AND THAT NOBODY FROM CHRYSLER

JEEP HAD CONTACTED THEM. A COUPLE WEEKS LATER I RECEIVED A CALL FROM CHRYSLER JEEP SAYING THAT THE CASE FILE WAS "CLOSED" BECAUSE "I FAILED TO TAKE THE CAR IN TO THE DEALERSHIP". LAST TUESDAY (FEBRUARY 3RD) AFTER A REALLY BAD SNOWSTORM I WAS DRIVING HOME WHEN THE PERSON IN THE LANE NEXT TO ME BEGAN SLIDING INTO MY LANE. I BEGAN APPLYING BRAKE BUT IT WAS OBVIOUS THAT I NEEDED TO APPLY POWER TO GET AHEAD OF HER. WHEN I CAME OFF THE BRAKE AND APPLIED HEAVY POWER THERE WAS NOTHING THERE. THE ENGINE REVVED UP BUT THE CAR DIDN'T GO ANYWHERE. THEN THE VEHICLE DROPPED INTO GEAR AND LURCHED REALLY BAD, AND THE BACK END OF THE CAR STARTED TO SPIN AROUND ON ME. ALL OF THE SUDDEN THE FRONT TIRES STARTED DIGGING IN AND WHIPPED ME STRAIGHT. I WAS TOTALLY OUT OF CONTROL AND IT SEEMED LIKE THE TRANSMISSION HAD A MIND OF ITS OWN. LUCKILY I DIDN'T HIT ANYTHING BUT DID END UP IN A PARKING LOT. AFTER SITTING FOR A SECOND (AND THE PERSON WHO ALMOST STRUCK ME STOPPED TO SEE IF I WAS OK), I PUT THE CAR BACK IN GEAR AND DROVE BACK OUT ONTO THE STREET AND IMMEDIATELY A "4-WHEEL DRIVE NOT AVAILABLE" ERROR MESSAGE CAME ON. THIS CAR IS DANGEROUS. CHRYSLER JEEP HAS SHOWN ONLY SUPERFICIAL INTEREST IN FIXING THE PROBLEM. IT SHOULDN'T BE DRIVEN ON SNOWY ROADS. I HOPE THAT SOMEONE WITH THE AUTHORITY TO DO SOMETHING CAN ADDRESS THIS MAJOR ISSUE BEFORE PEOPLE START GETTING KILLED. THIS IS BEYOND A "LEMON" ISSUE. *TR

e) (2014 Jeep Cherokee 1/5/2015) WHILE DRIVING ON FLAT TERRAIN AT A CONSTANT HIGHWAY SPEED THE CAR SUDDENLY DECELERATED FOR A FEW SECONDS WITH THE TACHOMETER NEEDLE SWAYING BACK AND FORTH AND THEN RETURNED TO NORMAL OPERATION. THIS REOCCURRED 5 MINUTES LATER. THE DEALER INDICATED THAT IT WAS A TRANSMISSION SOFTWARE PROBLEM AND LOADED THE LATEST SOFTWARE RELEASE. TWO WEEKS LATER THE PROBLEM OCCURRED AGAIN.

f) (2014 Jeep Cherokee 12/15/2014) [...] THE CAR NOW BEGAN TO SHIFT VERY IRRATICALLY. IT WOULD UP SHIFT VERY FAST ACCELERATE WHEN MY FOOT WAS NOT ON THE GAS. WHEN COMING TO A STOP IT WOULD DOWN SHIFT SO HARD. WHEN I BROUGHT THE CAR BACK TO THE DEALER, (NOW WITH 700 MILES ON IT) THEY TOLD ME THEY WERE REPLACING THE ENTIRE TRANSMISSION. THEY HAVE HAD THE CAR FOR 3 WEEKS TOTAL. FINALLY PICKED UP THE CAR LAST WEEK. WHEN I GOT INTO THE CAR THE ODOMETER READY 6000 MILES! I DROPPED IT OFF WITH 700. I TOLD HIM FOR THE 3RD TIME THAT I DID NOT WANT IT. [...].

g) (2014 Jeep Cherokee 12/4/2014) WHILE TRAVELING AT 45 MILES PER HOUR, THE TRANSMISSION MAKE A "THUNK" AND STOPPED WORKING. I HAD NO POWER WHEN PUSHING ON THE GAS PEDAL. I HAD TO FIND A WAY TO SAFELY PULL OFF THE ROAD. THIS IS THE FOURTH INCIDENT WITH THE TRANSMISSION BUT THE FIRST ONE THAT OCCURRED WHILE ACTUALLY DRIVING THE VEHICLE. CHRYSLER HAD JUST REPLACED THE VALVE BODY OF THE TRANSMISSION 10 DAYS PRIOR TO THE NOV. 30 INCIDENT AND

1 PRIOR TO THAT "FLASHED" THE TRANSMISSION SOFTWARE. I WAS
 2 TOLD ALL OF THESE "FIXES" WOULD WORK. THEY ARE NOW
 3 REPLACING THE ENTIRE TRANSMISSION. THIS IS A SAFETY ISSUE
 AND I HAVE NO CONFIDENCE THAT THE "NEW" TRANSMISSION
 BEING PUT IN MY JEEP WILL RESOLVE THE PROBLEM.

4 h) (2014 Jeep Cherokee 11/10/2014) I PURCHASED A 2014 JEEP CHEROKEE ,
 5 AT APPROX.340 MILES MY TRANSMISSION FAILED GOING
 6 THROUGH A VERY BUSY INTERSECTION . I HAD A LOSS OF POWER
 7 ,THE DASH STARTED FLASHING SERVICE TRANSMISSION
 8 ,STABILITY TRACK WARNING CAME ON AND ON SHIFT PANEL THE
 9 LIGHT NEXT TO DRIVE WAS FLASHING , ACCELERATOR WAS
 10 MUSHY. ROLLED TO SIDE OF ROAD WHERE SAFE , PUT CAR IN
 11 PARK , CALLED FOR HELP. AFTER IN PARK FOR A FEW MINUTES
 12 TRIED TO ENGAGE DRIVE AND IT WORK , BUT CAR HAD TOO MUCH
 13 POWER AND WAS OVER REVING . DEALERSHIP HAD IT TOWED ,
 14 AND SEEMED TO FIX ISSUE. THEN AGAIN AT 1341 MILES I HAD
 SAME ISSUE BUT WAS NOT ABLE TO DRIVE IT BUT THIS TIME I
 WAS ALMOST HIT BY A LARGE TRACTOR WHO DIDN'T REALIZE I
 LOST POWER , I HAVE A SMALL CHILD THAT IS NOT EVEN TWO
 YEARS OLD YET IN THE CAR!!!!!! . AT THIS POINT DEALERSHIP IS
 WORKING ON IT AND REPLACING THE TRANSMISSION MODULAR ,
 BUT VERY WARY OF KEEPING THIS VEHICLE , HAVE A FEW TRIPS
 SCHUEDULE VERY VERY SOON AND DO NOT WANT TO BE OUT OF
 CELL PHONE RANGE AND HAVE SAME ISSUE, OR WORSE YET HAVE
 A TRAGIC ACCIDENT .

15 i) (2014 Jeep Cherokee 10/14/2014) I HAD MULTIPLE CASES OF THE CAR
 16 NOT MOVING IN THE MORNING (ENGINE IS FINE). IT FELT AS IF A
 17 CLUTCH WAS SLIPPING. THE FIRST 2 TIMES THE DEALER COULDN'T
 18 REPRODUCE THE PROBLEM. THE 3RD TIME HE REPRODUCED THE
 19 PROBLEM - AND REPLACED THE TRANSMISSION VALVE-BODY AND
 20 PERFORMED ADAPTIVE LEARNING. THIS TOOK NEARLY 2 WEEKS.
 21 A WEEK LATER - THE TRANSMISSION FAILED NEAR THE SUMMIT
 22 OF MT. WASHINGTON NH. MY WIFE WAS DRIVING AND SHE FELT
 23 THAT THE CAR HAD NO POWER - THE GEAR WAS IN MANUAL, 1ST
 24 GEAR. I TURNED THE CAR BACK DOWN AND STARTED
 DESCENDING. THERE SEEMED TO BE NO ENGINE BRAKING AND
 THE BRAKES STARTED TO SMOKE AND LOOSE GRIP. I HAD TO STOP
 NUMEROUS TIMES TO LET THE BRAKES COOL. THE CAR IS BACK
 AT THE DEALERS. THEY HAVE BEEN ABLE TO REPRODUCE THE
 PROBLEM - CHRYSLER ADVISED THEM TO PUT GREASE ON A
 CONNECTOR AND DRIVE THE CAR A BIT. IF THE PROBLEM DOESN'T
 REPEAT - THEY WANT TO RETURN THE CAR TO ME AS IS.
 CHRYSLER'S INCOMPETENCE WILL GET SOMEONE KILLED - THIS
 COULD HAPPEN CROSSING A RAILWAY. TURNING LEFT AT A
 TRAFFIC LIGHT, OR GOING DOWN A LONG DESCENT

25 j) (2014 Jeep Cherokee 8/26/2014) I WAS DRIVING WITH MY TWO YOUNG
 26 CHILDREN THROUGH TOWN. WE WERE TURNING LEFT ON A BUSY
 27 CITY STREET WHEN MY VEHICLE WOULD NOT ACCELERATE AND
 28 WAS ONLY ABLE TO CREEP THROUGH THE INTERSECTION AT LESS
 THAN 5 MPH. WE WERE NEARLY T-BONED ON THE SIDE WHERE MY
 4 YR OLD CHILD WAS SEATED. THE SERVICE TRANSMISSION
 MESSAGE LIGHT CAME ON AND CAR BECAME INOPERABLE! IT

HAD TO BE TOWED TO THE DEALERSHIP. DEALERSHIP HAD TO COMPLETELY REPLACE TRANSMISSION. THEY OUTRIGHT LIED AND DENIED ANY KNOWLEDGE OF TRANSMISSION ISSUES WITH THIS VEHICLE. IN CONJUNCTION, THEY COULD AND DID NOT ANSWER ANY QUESTIONS REGARDING THE NEW TRANSMISSION AND IF IT WAS ANY DIFFERENT THAN THE ONE THAT FAILED. TO TOP IT OFF MY CAR WAS RETURNED TO ME WITH SEVERAL NEW SCRATCHES, AN EXTRA PART LEFT UNDER THE HOOD, AND A BROKEN HOOD LATCH. I DROVE THE VEHICLE HOME ON A HIGHWAY IN THIS CONDITION AND THANK GOODNESS THE HOOD DID NOT FLY OPEN. THIS ISSUE WITH THE TRANSMISSION IS DEADLY! SOMEONE WILL BE SERIOUSLY HURT OR KILLED BECAUSE OF THIS DEFECT! PLEASE DO NOT PURCHASE THIS CAR.
*TR

k) (2014 Jeep Cherokee 8/14/2014) 2014 JEEP CHEROKEE LIMITED, 6 CYLINDER, PURCHASED ON APRIL 21, 2014 WITH 321 MILES ON IT. THERE WAS A SLIGHT SHIMMY IN THE FRONT END THAT THEY TOLD US WAS A FLAT SPOT IN THE TIRE THAT WOULD WORK ITSELF OUT AND THE TRANSMISSION WOULD HAVE TO "LEARN" MY WAY OF DRIVING. ON MAY 30, TT 2217 MILES I BROUGHT THE VEHICLE BACK TOT HE DEALER FOR HESITATION IN THE TRANSMISSION AND SHUTTERING AND GRINDING IN THE FRONT END. THE JEEP HAS BEEN BACK TO THE DEALER 6 TIMES FOR SHUTTERING AND GRINDING IN THE FRONT END WHEN PROCEEDING FROM STOP OR LOW SPEED AFTER BEING ON THE HIGHWAY AT A CONSTANT SPEED FOR SEVERAL MILES. SHUTTERING CAN HAPPEN WHEN TURNING OR GOING STRAIGHT. I HAVE ALSO REPORTED SEVERAL TRANSMISSION ISSUES TO THEM WITH THE CARS INABILITY TO DOWNSHIFT GOING UP A HILL AND OR TO UP SHIFT WHEN COASTING DOWN HILLS. AT ONE TIME AS I WAS ENTERING THE HIGHWAY, I TRIED TO ACCELERATE TO 55 AND THE CAR WOULD NOT GO OVER 30 MPH. I'M GLAD THERE WERE TWO LANES OR I WOULD HAVE BEEN REAR ENDED. CAR WAS VERY JERKY WHEN PROCEEDING FROM A STOP AND WOULD OFTEN SUDDENLY JERK FORWARD AFTER A HESITATION TO EVEN MOVE. CAR HAS BEEN REPROGRAMMED 3 TIMES, HAD A NEW VALVE BODY INSTALLED, A NEW TRANSMISSION INSTALLED AND TWO NEW AXLES INSTALLED TWO DAYS AFTER THE AXLES WERE INSTALLED THE SHUTTERING AND HESITATION IN TRANSMISSION STARTED AGAIN. DEALER HAS FAILED TO GET BACK TO ME. *TR

l) (2014 Jeep Cherokee 7/17/2014) WHEN WE BOUGHT THE 2014 JEEP CHEROKEE IT WAS NEW. THERE WAS NO ISSUE WITH THE TRANSMISSION UNTIL WE HAD OWNED IT FOR ABOUT A MONTH. THEN IT STARTED HAVING A ROUGH SHIMMY AS IT SEARCHED FOR THE CORRECT GEAR GOING FROM 0 TO 10 MPH AND THEN 10 TO 20 MPH. ONCE IT REACHES ABOUT 25 MILES PER HOUR THERE IS NO ISSUE WITH THE SHIFTING. WE HAVE HAD IT BACK TO THE DEALERSHIP 3 TIMES. EACH TIME THEY SAID IT WAS FIXED, BUT UPON LEAVING THE LOT, IT DID THE SAME THING I HAD TAKEN IT IN FOR TO BEGIN WITH. WITH JEEP'S UPDATE, WE NOW HAVE A LONG PAUSE GOING UP HILL BEFORE IT GIVES A ROUGH SHIFT AT ABOUT 5 MPH AND THEN CONTINUES TO SHIMMY AT 10 TO 20 MPH. I WAS TOLD ON THE THIRD VISIT THEY WOULD SUBMIT A REPORT

1 TO THE MANUFACTURER TO SEE WHAT THE NEXT STEP SHOULD
 2 BE TO FIX THE JEEP SINCE THE UPDATES DID NOT WORK.
 3 HOWEVER, THEY TRIED THE SAME THING AGAIN AND SAID THEY
 4 THOUGHT IT WAS FIXED, BUT IT WASN'T. UPON COMPLETION OF
 5 THE SECOND VISIT I WAS TOLD IT NEEDED TO GET USED TO MY
 6 DRIVING PATTERN? WHAT EXACTLY DOES THAT MEAN? WHAT IF
 7 MORE THAN ONE OF US DRIVE THE VEHICLE? I AM GETTING THE
 8 RUN-AROUND FROM JEEP ON A PRODUCT THEY SHOULDN'T HAVE
 9 SOLD ME IN THE FIRST PLACE. EVERYTHING I READ PRIOR TO THE
 10 PURCHASE RAVED ABOUT THE 9 SPEED TRANSMISSION.
 11 UNFORTUNATELY, THAT WAS INCORRECT SINCE THE
 12 TRANSMISSIONS IN THE 2014 JEEP CHEROKEES ALL HAVE THE
 13 SAME ISSUE AND JEEP DOESN'T REALLY KNOW HOW TO FIX THEM.
 14 I BELIEVE I NEED A NEW TRANSMISSION; BUT WILL HAVE TO
 15 FORCE JEEP TO DO IT AND HOPE IT WORKS. MY TIME IS WASTED
 16 SOMETHING - JUST FIX IT. IT'S A LEMON IN MY OPINION. *TR

17 m) (2014 Jeep Cherokee 7/16/2014) ERRATIC SHIFTING, BOTH UPSHIFTING
 18 AND DOWNSHIFTING. CAUSES CAR TO JERK FORWARD WHEN
 19 DOWN AND UP SHIFTING. CAR CAME TO A COMPLETE STOPPED
 20 THEN LUNGED FORWARD CAUSING ME TO BUMP INTO ANOTHER
 21 CAR. THE CAR DOWN SHIFTED THEN FELT LIKE IT WAS IN
 22 NEUTRAL THEN JUMPED INTO GEAR AGAIN AND JUMPED
 23 FORWARD. THIS CAR HAS LESS THAN 4000 MILES ON IT NOW AND
 24 HAS BEEN IN THE SHOP TWICE TO ADDRESS THIS ISSUE SINCE WE
 25 HAD IT, BUT THE ISSUE STILL EXISTS. I AM DEEPLY WORRIED
 26 ABOUT THIS SINCE MY WIFE IS AFRAID TO DRIVE THE CAR AT
 27 TIMES NOW. IT'S NOT CLEAR WHAT CHRYSLER WAS THINKING
 28 WHEN THEY RELEASED VEHICLES WITH FAULTY TRANSMISSIONS.
 NOT ONLY IS THIS A SAFETY ISSUE, THIS PROBLEM ALSO
 DEVALUES THE CAR. WHO WOULD WANT TO PURCHASE OR
 ACCEPT THIS CAR AS A TRADE-IN WITH A KNOWN TRANSMISSION
 PROBLEM? *TR

n) (2014 Jeep Cherokee 7/4/2014) WHILE SITTING ON AN INCLINE AT A
 STOP LIGHT, OUR BRAND NEW 2014 JEEP CHEROKEE THAT HAD
 ONLY BOUGHT 2 DAYS BEFORE SHIFTED IN TO NEUTRAL ON ITS
 OWN AND ROLLED BACKWARDS WHEN THE GAS WAS PRESSED.
 WE HAD TO SHIFT THE TRANSMISSION INTO MANUAL AND BACK
 TO AUTO SEVERAL TIMES TO GET THE GEARS TO CATCH. LUCKILY
 NO ONE WAS INJURED AND WE DID NOT ROLL BACKWARDS INTO
 TRAFFIC. AFTER THAT INCIDENT THE TRANSMISSION WAS
 SLUGGISH AND WOULD NOT SHIFT GEARS PROPERLY. *TR

o) (2014 Jeep Cherokee 6/30/2014) I HAVE FILED A COMPLAINT HERE
 REGARDING TRANSMISSION WOBBLE/ SHUDDER IN SECOND GEAR
 THAT STARTED AT ABOUT 2000 MILES PRIOR TO MY SECOND ISSUE
 I AM HAVING NOW. MY CHEROKEE VEHICLE NOW SHUDDERS ALL
 THE TIME AND IT HAS JUST DEVELOPED A LAG IN
 ACCELERATION. I FEEL LIKE IT IS THE TRANSMISSION CAUSING
 BOTH PROBLEMS. THE DELAY IN ACCELERATION IS PRESENT
 DEPENDING ON THE GEAR AND SPEED THAT THE VEHICLE MAY BE
 IN. THE DELAY HAS HAPPENED WHEN TRYING TO PULL OUT ONTO
 HIGHWAY ONLY TO HAVE VEHICLE PAUSE FOR AT LEAST A
 SECOND MAYBE TWO BEFORE IT FINALLY WILL

ACCELERATE, ALLOWING TRAFFIC BEHIND ME AT HIGHWAY SPEEDS TO HAVE TO AVOID MY VEHICLE BECAUSE OF THIS DELAY, THIS HAS HAPPENED SEVERAL TIMES. HAD TRANS FLASH DONE PRIOR AT DEALER AND DID NOTHING TO FIX THE WOBBLE/SHUDDER. HAD SHUDDER DOCUMENTED WHILE I DROVE VEHICLE WITH DEALER TECH IN CAR. CHRYSLER NOW TOLD THE DEALERSHIP THAT THIS SHUDDER IS A CHARACTERISTIC DESIGN OF VEHICLE AND THAT I SHOULD ACCEPT THIS AND NOTHING'S WRONG, THIS IS NOT ACCEPTABLE, THE DELAY AND SHUDDER ARE DANGEROUS AND DISTRACTING WHILE DRIVING AND WILL AFFECT RESALE VALUE. I HAD THE SHUDDER DOCUMENTED BY A A.S.E CERTIFIED TECHNICIAN THAT SAID TO BRING BACK TO DEALER FOR FURTHER DIAGNOSTIC. A DIFFERENT DEALER RECOMMENDED TO DRIVE FOR ANOTHER 1000 MILES AND SEE IF IT GOES AWAY, THIS WILL BE THE 5TH TIME VEHICLE HAS BEEN AT THE DEALERSHIP. I BELIEVE CHRYSLER JEEP HAS NO FIX FOR THIS, AND ARE BEHIND EVASIVE AND DISHONEST CONCERNING THESE COMPLAINTS, AS OTHER OWNERS HAVE HAD TRANSMISSIONS AND AXELS REPLACED AND STILL HAVE THE SHUDDER AND OR DELAY. THANK YOU. *TR

p) (2014 Jeep Cherokee 6/30/2014) THE VEHICLE FROM THE TIME WE PURCHASED IT FROM THE DEALER HAS HAD A TRANSMISSION SHIFTING PROBLEM. THE PROBLEM SHIFTING HAPPENS BETWEEN 1ST AND 2ND GEAR AND ALSO WHEN YOU GO TO STOP. RECENTLY WHILE DRIVING THE TRANSMISSION SEEMED TO SLIP AND THE VEHICLE WAS NOT ENGAGED CAUSING US TO PULL OVER TO THE SIDE OF THE ROAD. THE ENGINE WAS REVING BUT THE TRANSMISSION WAS NO LONGER ENGAGED. VEHICLE WAS TURNED OFF AND RESTARTED WHICH WE THEN PUT THE CAR IN DRIVE AND MOVED ONTO THE ROADWAY AGAIN. I HAVE BROUGHT THE VEHICLE TO THE DEALER FOR THIS TWICE BEFORE. ON THE FIRST VISIT THE DEALERSHIP SAID TO JUST DRIVE IT AND IT WILL SMOOTH OUT. ON THE SECOND VISIT THE DEALERSHIP GAVE US THE FIRST SOFTWARE UPDATE WHICH WAS DONE IN APRIL OF THIS YEAR, BUT IT ONLY LASTED AROUND A MONTH OR TWO. THE PROBLEM IS BACK AGAIN AND I HAVE MADE ANOTHER APPOINTMENT TO BRING IT IN ON THURSDAY, JULY 3RD FOR ANOTHER SOFTWARE UPDATE. *TR

q) (2014 Jeep Cherokee 6/9/2014) THIS CAR HAS BEEN LOOKED AT BY CHRYSLER GROUP LLC FOR STEERING/TRANSMISSION ISSUES 4 TIMES SINCE MARCH 22, 2014. THERE HAS BEEN TWO SOFTWARE UPDATES THAT HAVE NOT CORRECTED THE PROBLEM. THERE IS A SAFETY ISSUE DRIVING THE VEHICLE THAT NEEDS TO BE ADDRESSED BEFORE SOMEONE GETS REALLY HURT OR KILLED. *TR

r) (2014 Jeep Cherokee 5/30/2014) FOUR WHEEL DRIVE SELECTION SYSTEM WAS TOTALLY INOPERATIVE. NINE SPEED AUTOMATIC TRANSMISSION DOES NOT SHIFT INTO 9TH GEAR AUTOMATICALLY. IN MANUAL SHIFT MODE 9TH GEAR IS SELECTED AND TACH DOES NOT DROP TO INDICATE HIGHER GEAR RATIO. SOFTWARE WAS UPDATED BUT STILL SAME PROBLEM - #RRT14-040 - WAS FLASHED TWICE BUT NO DIFFERENCE. CODE

1 READER SHOWS SAME PROBLEM EVEN WHEN UPDATE WAS
2 COMPLETED. *TR

3 s) (2014 Jeep Cherokee 5/3/2014) SINCE A COMPUTER UPDATE TO MY 9
4 SPEED TRANSMISSION, THE VEHICLE HAS A SIGNIFICANT WOBBLE
5 IN THE FRONT WHEELS - LEFT TO RIGHT - WHEN THE AUTOMATIC
6 TRANSMISSION SHIFT BETWEEN 1ST, 2ND AND 3RD GEARS. IT
7 FEELS AS IF THE POWER TRANSFER IS CONFUSED AND FIGHTING
8 BETWEEN SENDING POWER TO THE FRONT LEFT AND RIGHT
9 WHEELS. IT IS SIGNIFICANT ENOUGH THAT IT IS FELT IN THE
STEERING WHEEL, FEET, LEGS AND SEAT OF THE DRIVER AND THE
PASSENGER FEELS THE WOBBLE ALSO IN THE FLOOR AND SEAT. I
DO HAVE A FEAR OF THE ELECTRONICS AND COMPUTER
CONTROLS SINCE THIS IS A DEFECT WHICH CAN CAUSE A
COMPUTER MALFUNCTION WHILE DRIVING THE VEHICLE. IT IS AN
IMPORTANT SAFETY CONCERN FOR BOTH THE VEHICLE
OCCUPANTS AND OTHER DRIVERS AROUND THE VEHICLE. *TR

10 t) (2014 Jeep Cherokee 4/6/2014) DRIVING ALONG AT 30 WHEN FIRST THE
11 ENGINE LIGHT CAME ON, THEN IMMEDIATELY AFTER THE
12 DISPLAY SAID TRANSMISSION AND THE DISPLAY WAS LIGHTING
13 UP WITH ALL SORTS OF SYMBOLS. THE TRANSMISSION
14 COMPLETELY DISENGAGED AND THE CAR COASTED TO A STOP. IT
15 WOULD NOT MOVE. FORTUNATELY WHEN I FELT IT LOSING
16 POWER I WAS ABLE TO MAKE A QUICK TURN INTO A STORE
17 PARKING LOT. HAD THAT HAPPENED ON THE HIGHWAY I COULD
18 HAVE BEEN KILLED BECAUSE THE CAR JUST TOTALLY LOST ALL
19 MOTION AS I WAS DRIVING. I TURNED IT COMPLETELY OFF FOR A
20 FEW MINUTES AND IT STARTED BUT WITH THE ENGINE LIGHT
21 SHOWING. I CALLED THE DEALERSHIP KELLY JEEP CHRYSLER IN
22 LYNNFIELD AND TOLD THE SERVICE DEPARTMENT WHAT
23 HAPPENED. I DROVE STRAIGHT THERE...FURIOUS. THE SERVICE
24 GUY TOOK DOWN THE INFORMATION I RELAYED ABOUT THE
INCIDENT. I TOLD HIM I HAD READ RECENTLY THAT THEIR 9
SPEED TRANSMISSION HAD KNOWN ISSUES AND HE SAID HE
DIDN'T KNOW ANYTHING ABOUT THAT. I TOLD HIM NOT TO EVEN
TELL ME I AM THE FIRST TO REPORT THIS PROBLEM AND HE SAID
"MAYBE NOT IN THE WHOLE COUNTRY BUT I DON'T THINK WE'VE
HAD THIS PROBLEM HERE" AND I TOLD HIM NOT TO SPEAK DOWN
TO ME BECAUSE IT HAS BEEN WRITTEN ABOUT ALREADY AS A
KNOWN ISSUE. HE ALREADY HAD THE COURTESY CAR WAITING
FOR ME AND HE IMMEDIATELY WALKED ME OUT THE DOOR TO
THE CAR. I WAS THERE LESS THAN 5 MINUTES. I KNOW HE DID NOT
WANT ME SPEAKING TO ANYBODY IN THE SERVICE WAITING
ROOM AS I COULD SEE PEOPLE SITTING THERE WAITING FOR
THEIR OWN REPAIRS. THIS IS AN ISSUE THAT WILL END UP
KILLING SOMEBODY. *TR

25 u) (2014 Jeep Cherokee 2/13/2014) DRIVING ON THE HIGHWAY AT 65MPH
26 WHEN THE GAS PEDAL BECAME UNRESPONSIVE. THERE WAS
27 STILL ELECTRICAL POWER TO THE CAR BUT I COULD NOT
28 ACCELERATE. THIS HAS HAPPENED A TOTAL OF 4 TIMES ON THE
HIGHWAY TWICE BEFORE THE TRANSMISSION WAS REPLACED
AND TWICE AFTER. ALL TIMES I MADE IT SAFELY TO THE
SHOULDER AND COULD NOT GET THE JEEP IN PARK. I SHUT THE

1 JEEP DOWN AND STARTED IT AGAIN, IT FIXED THE ISSUE. I WAS
2 ABLE TO GET THE JEEP OFF OF THE HIGHWAY AND TO THE
DEALERSHIP. *TR

- 3 v) (2014 Jeep Cherokee 1/23/2014) 2014 JEEP CHEROKEE. CONSUMER
4 WRITES IN REGARDS TO TRANSMISSION PROBLEMS. *SMD VERY
5 SHORTLY AFTER THE VEHICLE WAS PURCHASED, THE CONSUMER
6 NOTICED SPOTS ON THE DRIVEWAY, WHICH THEN PROGRESSED
7 INTO A HORRIBLE WHINING AND GRINDING NOISE. THE VEHICLE
8 STARTED TO SHIFT ERRATICALLY AND THE CONSUMER DID NOT
9 FEEL SHE HAD CONTROL OF THE VEHICLE. THE CONSUMER MADE
AN APPOINTMENT WITH THE DEALER, AND AFTER HAVING THE
VEHICLE FOR A DAY, SHE WAS INFORMED THE ENTIRE
TRANSMISSION NEEDED TO BE REPLACED. THE DEALER
EXPLAINED TO THE CONSUMER, THAT PART OF THE
TRANSMISSION WAS POROUS, WHICH EXPLAINED THE STAINS ON
THE DRIVEWAY IN MULTIPLE SPOTS. THE TRANSMISSION WAS
REPLACED UNDER WARRANTY. *JB

10
11 **2015 CHRYSLER 200**

- 12 a) (2015 Chrysler 200 5/26/2015) TL* THE CONTACT OWNS A 2015
13 CHRYSLER 200. THE CONTACT STATED THAT THE TRANSMISSION
14 FAILED TWICE. THE SERVICE TRANSMISSION LIGHT ILLUMINATED
15 AND THE VEHICLE STALLED. THE FAILURE PREVENTED THE
16 VEHICLE FROM SHIFTING INTO GEAR. THE VEHICLE WAS TOWED
17 TO THE DEALER AND IT WAS DETERMINED THAT THE TRANS AXLE
18 NEEDED TO BE REPLACED. THE VEHICLE WAS REPAIRED, BUT THE
FAILURE STILL OCCURRED. THE CONTACT STATED THAT THE
TRANSMISSION NEEDED TO BE REPLACED AND THAT THE
TRANSMISSIONS WERE ON BACK ORDER BECAUSE THIS WAS A
KNOWN ISSUE. THE VEHICLE HAD NOT BEEN REPAIRED. THE VIN
WAS NOT AVAILABLE. THE FAILURE MILEAGE WAS UNKNOWN.
- 19 b) (2015 Chrysler 200 5/10/2015) RECEIVED A RECALL NOTICE ABOUT AN
20 ISSUE WITH THE TRANSAXLE PARK ROD LATE APRIL 2015. TOOK IT
21 TO THE DEALER WHERE WE PURCHASED THE VEHICLE. WHERE
22 INFORMED THAT THE RECALL REPAIRS COULD NOT BE
23 PERFORMED UNTIL AFTER MAY 1, 2015 NEEDED A SPECIFIC TOOL
24 THAT HAD BEEN ORDERED. THEY DID INSPECT THE VEHICLE AND
25 SAID THAT IT WAS SAFE, MAKE AN APPOINTMENT FOR AFTER
26 MAY 1ST. ON MAY 7, 2015 MY WIFE WAS DRIVING ON THE
27 HIGHWAY AT APPROXIMATELY 70 MPH WHEN SHE SAID THE DASH
28 WARNING LIGHTS STARTED GOING OFF AND WARNING BELLS
STARTED GOING OFF. THE WARNING SAID "SERVICE
TRANSMISSION" THEN WOULD FLASH TO "SHIFT TO PARK AND
ENGAGE PARKING BRAKE". THE TRANSMISSION SEEMED TO HAVE
SHIFTED INTO NEUTRAL. THE CAR WAS RUNNING BUT DID NOT
HAVE ANY FORWARD MOMENTUM. THIS MESSAGE CONTINUED
OVER AND OVER. SHE HAD TO GO OVER 3 LANES OF TRAFFIC
BEFORE SHE COULD GET TO THE SIDE OFF THE ROAD TO A SAFE
SPOT. SHE IMMEDIATELY PUT ON THE HAZARD LIGHTS WHEN THIS
HAPPENED BUT HAD TO DODGE TRAFFIC. ONCE SHE WAS STOPPED
THE SHIFTER DIAL WAS STILL LIT UP THAT IT WAS IN DRIVE, SHE

1 MOVED IT TO PARK BUT STILL WAS LIT UP THAT IT WAS IN DRIVE.
 2 SHE PUT ON THE PARKING BRAKE AND TURNED THE CAR OFF. SHE
 3 WAITED A FEW MINUTES AND STARTED THE CAR AGAIN. THE
 4 SHIFTER DIAL NOW SHOWED TO BE IN PARK, SHE TRIED TO SHIFT
 5 TO ALL THE OTHER GEARS, THE CAR WOULD NOT MOVE AND THE
 6 DIAL STILL SHOWED IT WAS IN PARK. CAR WAS TOWED TO THE
 7 DEALERSHIP WHERE IT WAS PURCHASED. 2 DAYS LATER
 8 INFORMED THAT TRANSAXLE WILL NEED TO BE REPLACED.
 9 VEHICLE CURRENTLY AT DEALERSHIP FOR REPAIR/RECALL, IT
 10 WILL TAKE APPROXIMATELY A WEEK TO COMPLETE.
 11 DISAPPOINTED AND VERY CONCERNED FOR MY WIFE'S SAFETY.

12 c) (2015 Chrysler 200 4/21/2015) THE CAR LUNGED WHEN IT UPSHIFTED
 13 INTO 2ND AND 5TH GEAR. IT ALSO LUNGED WHEN DOWNSHIFTING,
 14 ALMOST CAUSING ME TO RAM INTO THE BACK OF ANOTHER CAR.
 15 BOTH ARE WORSE WHEN THE CAR IS COLD. I TOOK IT INTO A
 16 DEALER. THEY TOLD ME THEY UPDATED THE SOFTWARE. THE
 17 TRANSMISSION WAS MAYBE A LITTLE DIFFERENT, BUT NOT
 18 MUCH. I AM SO TIRED OF MY NECK BOUNCING AROUND WHILE
 19 UPSHIFTING AND AFRAID OF AN ACCIDENT WHILE
 20 DOWNSHIFTING. I TOOK THE CAR INTO A DIFFERENT DEALER LAST
 21 MONTH AND HE SAID ALL THE SOFTWARE WAS UP TO DATE AND
 22 THERE WAS NOTHING HE COULD DO. HE SAID I SHOULD HAVE TO
 23 DEAL WITH CHRYSLER.

24 d) (2015 Chrysler 200 4/18/2015) ON SUNDAY, APRIL 12TH AT 5:30AM, I
 25 WAS DRIVING SOUTHBOUND ON I-94 AT 65MPH WHEN ALL OF A
 26 SUDDEN I LOST ALL POWER TO MY TRANSMISSION. MY GAS
 27 PEDAL WAS USELESS & I HAD TO COAST OFF THE EXPRESSWAY TO
 28 THE SHOULDER (I WAS IN THE FAR LEFT LANE & THE SHOULDER
 THERE IS TOO NARROW). IF THIS HAD BEEN AT A DIFFERENT TIME,
 I WOULD HAVE NO DOUBT BEEN KILLED (AS WELL AS OTHERS I'M
 SURE), FOR I WOULDN'T HAVE HAD THE ROOM OR MOMENTUM TO
 COAST ONTO THE SHOULDER & WOULD HAVE BEEN STRUCK FROM
 BEHIND. CHRYSLER WANTS THE CAR FIXED & NOT EVEN THE
 DEALER KNOWS EXACTLY WHAT IS WRONG, CITING IT AS A
 'SHOTGUN FIX'. AND, I'M ON AN EXPRESSWAY (OR TWO OR THREE)
 EVERYDAY. THIS CAR IS A DANGER & IT WILL NO DOUBT DO THIS
 AGAIN.

29 e) (2015 Chrysler 200 3/17/2015) 1ST TIME: ON HIGHWAY AT 55MPH GOT
 30 AND ERROR ON DASH: SERVICE TRANSMISSION THEN
 PERFORMANCE SHIFTING NOT AVAILABLE 2ND TIME: AFTER JUST
 4-5 MINUTES OF DRIVING THE CAR HAD SAME ERRORS AS ABOVE.
 AT THE NEXT LIGHT, PRESSED GAS AND THERE WAS NO REVING
 OF ENGINE (RPMS DID NOT MOVE). PUT IT INTO PARK AND IT SAID
 CAR IS NOT IN PARK, USE EMERGENCY BRAKE TO PREVENT
 MOVEMENT." PUT BRAKE ON, THEN INTO D, THEN BRAKE OFF AND
 CAR WENT VERY SLOWLY AS IT WAS STUCK IN 4TH GEAR. WENT
 ONTO HIGHWAY AND STILL STUCK IN 4TH FOR A FEW MILES
 (REVING AT 4,000 RPMS AT ABOUT 60MPH). SUDDENLY THE
 ENGINE BEGAN REVING ITSELF UP TO 5.5K WITHOUT MY FOOT
 ON THE PEDAL, BUT THERE WAS NO ACCELERATION (LIKE CAR
 WAS NOT IN A GEAR). I PRESSED ACCELERATOR AND NOTHING
 HAPPENED, IT STAYED AT ABOUT 5.5K. I PUT CAR INTO N AND THE

1 RPMS DROPPED TO ABOUT 1.5K, BUT CAR STILL NOT IN A GEAR SO
 2 IT WAS LOSING SPEED SO I MOVED TO BREAKDOWN LANE. PUT IT
 3 BACK INTO D AND IT AGAIN REVVED TO 5.5K, BUT STILL NO GEAR
 4 AND LOST SPEED. 3RD TIME: I WOULD TURN TO D AND IT WOULD
 5 TAKE ABOUT 3-5 SECONDS BEFORE IT CLUNKED INTO GEAR. CAR
 6 THEN SHUDDERED A BIT AS I PULLED OUT AND THEN IT GAVE THE
 7 SAME ERRORS AS BEFORE: SERVICE TRANSMISSION THEN
 8 PERFORMANCE SHIFTING NOT AVAILABLE ON THE DASH. IT ALSO
 9 GOT STUCK IN 4TH GEAR AGAIN SO I COULD NOT ACCELERATE
 10 PROPERLY. IT ALSO REVVED THE ENGINE RANDOMLY. IN FACT, I
 11 ALMOST SMASHED INTO MY GARAGE BECAUSE AS I WAS SLOWLY
 12 TURNING INTO MY GARAGE THE CAR SUDDENLY SURGED
 13 FORWARD (IMAGINE IN A MANUAL CAR, REVVING THE ENGINE
 14 AND THEN RAPIDLY LETTING OUT ON THE CLUTCH) AND I HAD TO
 15 SLAM ON THE BRAKES TO PREVENT IT FROM GOING INTO THE
 16 SIDE OF MY HOUSE. IF THERE WERE PEOPLE WALKING IN FRONT
 17 OF THE CAR AT A CROSSWALK, THEY WOULD HAVE BEEN HIT.
 18 THIS IS NOT ACCEPTABLE AND NOT SAFE. JUST AS MUCH I COULD
 19 EASILY GET INTO AN ACCIDENT WITH ANOTHER CAR, THE WAY
 20 THIS CAR IS BEHAVING.

21 f) (2015 Chrysler 200 3/13/2015) AFTER ONLY OWNING MY VEHICLE FOR
 22 LESS THAN 72 HOURS, AND DRIVING ABOUT 380 MILES, MY
 23 TRANSMISSION APPEARS TO HAVE HAD A COMPLETE FAILURE. I
 24 NOTICED IT DOWNSHIFTING VERY HARD AT A STOP LIGHT, THEN
 25 AGAIN A MILE OR SO DOWN THE ROAD. BY THE TIME I GOT TO
 26 ANOTHER STOP LIGHT, MY CAR DOWNSHIFTED SO VIOLENTLY IT
 27 SLAMMED ME INTO MY SEAT BELT AND SCARED ME BADLY. IT
 28 FELT AS IF THE CAR HAD SHIFTED IN PARK WHILE IT WAS STILL
 ROLLING FORWARD AT ABOUT 10 MILES AN HOUR. WHEN I
 ATTEMPTED TO ACCELERATE AWAY FROM THE LIGHT, THE CAR
 WOULD NOT UP SHIFT, SO I HAD TO LIMP IT INTO THE NEXT
 PARKING LOT AT 4K RPMS AT ABOUT 7 MPH. WHEN I PULLED INTO
 THE PARKING SPACE, THE VEHICLE WOULD NOT SHIFT INTO PARK.
 AFTER SEVERAL ATTEMPTS, THE CAR FINALLY SHIFTED OUT OF
 DRIVE INTO REVERSE, AND AFTER SEVERAL MORE ATTEMPTS, IT
 FINALLY SHIFTED INTO PARK ALLOWING ME TO TURN OFF THE
 ENGINE. WHILE I WAS NOT REALLY INJURED BEHIND A SLIGHT
 SORENESS FROM THE SEAT BELT, HAD I BEEN TRAVELLING AT
 HIGHWAY SPEEDS WHEN THE VEHICLE DOWN SHIFTED INTO
 PARK, THERE WOULD HAVE BEEN A SERIOUS ACCIDENT.

g) (2015 Chrysler 200 3/12/2015) I WAS ON A SLIGHT HILL (APPROX 10-15
 DEGREES) STOPPED THE CAR AND PUT IT INTO PARK, PRESSED THE
 ENGINE START BUTTON TO SHUT OFF THE ENGINE AND OPENED
 THE DOOR TO EXIT. AS I LIFTED MY WEIGHT OUT OF THE CAR, IT
 BEGAN TO ROLL BACKWARDS, MY FOOT SLIPPED UNDER THE CAR
 BUT I WAS ABLE TO HIT THE BREAKS WITH MY OTHER FOOT.
 THINKING IT WAS SOMETHING I DID WRONG, I PULLED THE CAR
 BACK UP AND REPEATED THE SAME STEPS AND IT DID THE SAME
 THING AGAIN (THIS TIME WITH OUT MY FOOT). I TWAS THEN
 THINKING, THIS IS A BRAND NEW 31K+ CAR - IT CANT BE DOING
 THIS SO I REPEATED A THIRD TIME AND IT HAPPENED AGAIN. I
 CALLED MY DEALER WHO INSTRUCTED ME TO SET THE
 EMERGENCY BRAKE ON PARK SELECTION ON MY RADIO AND TO

BRING THE CAR IN IMMEDIATELY! ITS NOW IN THE DEALERS SHOP AS THEY ARE GETTING THE HEM AND HAW FROM CHRYSLER ON WHAT TO DO. I WANT THIS FIXED ASAP AS I AM LUCKY THE CAR DID NOT RUN OVER ME AND CRASH INTO THE CARS BEHIND ME

- h) (2015 Chrysler 200 2/24/2015) WHEN DECELERATING GOING DOWN A SLIGHT INCLINE MY FOOT WAS OFF THE GAS PEDAL. AS I APPLIED THE BRAKE PEDAL THE CAR SHIFTED BUT HAD ACCELERATED AS THOUGH I HAD PUSHED ON THE GAS PEDAL. I HAD TO FORCEFULLY APPLY THE BRAKES EVEN HARDER TO KEEP FROM HITTING THE CAR IN FROM OF ME. I HAVE NOTICED THIS ON OTHER OCCASIONS AS WELL BUT THIS TIME WAS DIFFERENT AS THERE WAS SOMEONE IN FRONT OF ME. IT IS AS THOUGH WHEN THE CAR SHIFTS FROM 7TH TO 5TH AND ALSO FROM 5TH TO 3RD THE CAR LUNGES FORWARDS. I HAVE ALSO NOTICES THE CAR WILL PULL ITSELF UP A HILL WITHOUT APPLYING THE GAS PEDAL WHEN APPROACHING A STOP SIGN AT THE TOP OF THE HILL. I AM CONCERNED I MAY INADVERTENTLY REAR END ANOTHER VEHICLE WITH THIS ISSUE.
- i) (2015 Chrysler 200 12/22/2014) DROVE VEHICLE 25 MILES FROM HOME, PARKED FOR 2 1/2 HOURS, STARTED VEHICLE SHIFTED IT IN REVERSE, THE SERVICE TRANSMISSION NOTIFICATION CAME ON THE DRIVER DISPLAY, BACKED THE VEHICLE OUT OF THE PARKING SPOT AND SHIFTED THE VEHICLE INTO DRIVE THE GEAR INDICATOR SAID THE VEHICLE WAS IN 4TH GEAR AS I DROVE THE CAR FORWARD THE TRANSMISSION REMAINED IN 4TH GEAR WITHOUT SHIFTING, I DROVE THE CAR ABOUT 1 MILE LIKE THIS. I PARKED THE CAR IN A SAFE PLACE, SHUT IT OFF, CALLED CHRYSLER ROADSIDE ASSISTANCE, RESTARTED VEHICLE, PUT IN GEAR, ALL WAS NORMAL, DROVE 4 MILES, TRANSMISSION STUCK IN 8TH GEAR, PULLED OVER TURNED OFF CAR, RESTARTED AFTER 5 MINUTES, DROVE VEHICLE REMAINING DISTANCE HOME. NEXT DAY DROVE VEHICLE TO MODESTO, CA DEALERSHIP WITHOUT PROBLEM, DEALER HAD CAR FOR 7 DAYS, THEY SAID THEY REPLACED TRANSMISSION CONTROL MODULE AND UPDATED SOFTWARE. PICK UP VEHICLE DROVE IT, NOTICING THAT SHIFTING FELT DIFFERENT THAN BEFORE THE PROBLEM, NOT AS SMOOTH. ON DECEMBER 18, 2014 WHILE DRIVING VEHICLE, THE SERVICE TRANSMISSION ADVISORY CAME ON AGAIN AND THE VEHICLE WAS STUCK IN 2ND GEAR, STOPPED VEHICLE AS BEFORE, RESTARTED AND WAS ABLE TO DRIVE BACK TO DEALERSHIP, WHERE THE VEHICLE IS NOW. THE SERVICE MANAGER ADVISES ME THAT THEY ARE WORKING WITH CHRYSLER ENGINEERS, BUT ARE NOT HAVING MUCH SUCCESS WITH AN ANSWER TO THE PROBLEM.
- j) (2015 Chrysler 200 12/9/2014) VEHICLE ACCELERATES 2 TO 3 MPH WHEN TRANSMISSION DOWNSHIFTS FROM 8TH GEAR TO 7TH AND FROM 5TH GEAR TO 4TH MAKING IT DIFFICULT TO JUDGE STOPPING DISTANCES AND MAKING TURNS. THIS HAPPENS WHEN FOOT IS OFF THE ACCELERATOR.
- k) (2015 Chrysler 200 11/03/2014) TL* THE CONTACT OWNS A 2015 CHRYSLER 200. THE CONTACT STATED THAT WHILE DRIVING AT

1 APPROXIMATELY 30 MPH, THE GEAR SHAFT INDEPENDENTLY
 2 SHIFTED AND CAUSED THE VEHICLE TO JERK AND STOP. THE
 3 VEHICLE WAS TOWED TO A DEALER WHERE IT WAS DIAGNOSED
 4 THAT THE TRANSMISSION MODULE NEEDED TO BE UPDATED. THE
 5 VEHICLE WAS REPAIRED BUT THE FAILURE RECURRED. IN
 6 ADDITION, THE CONTACT MENTIONED THAT THE VEHICLE
 7 STALLED. THE VEHICLE WAS NOT REPAIRED. THE
 8 MANUFACTURER WAS NOTIFIED OF THE FAILURE. THE
 9 APPROXIMATE FAILURE MILEAGE WAS 5,900.

6 l) (2015 Chrysler 200 9/05/2014) TL* THE CONTACT OWNS A 2015
 7 CHRYSLER 200. THE CONTACT STATED THAT THE VEHICLE
 8 ERRONEOUSLY SHIFTED TO NEUTRAL. THE VEHICLE WAS
 9 RESTARTED TO REGAIN NORMAL FUNCTION. THE FAILURE
 10 OCCURRED ON SEVERAL OCCASIONS. THE VEHICLE WAS TOWED
 11 TO THE DEALER BUT THE FAILURE WAS UNABLE TO BE
 12 DUPLICATED. THE VEHICLE WAS NOT REPAIRED. THE
 13 MANUFACTURER WAS MADE AWARE OF THE FAILURE. THE
 14 FAILURE MILEAGE WAS 1,900.

11 m) (2015 Chrysler 200 9/04/2014) AFTER HAVING AN ISSUE WITH THE
 12 VEHICLE STARTING AND RECEIVING A JUMPSTART, I WAS
 13 BRINGING THE CAR TO THE DEALERSHIP TO BE REPAIRED. THE
 14 VEHICLE'S ENGINE SUDDENLY STOPPED WHILST I WAS ON A
 15 CROWDED ROAD DURING RUSH HOUR. I HAD NO ABILITY TO
 16 ACCELERATE, NOR ENOUGH MOTION TO GET TO PARKING LOT. I
 17 WAS FORCED TO STOP IN A RIGHT HAND TURN LANE. I WAS
 18 INSTRUCTED TO PUT THE VEHICLE IN PARK, AND RESTART. AT
 19 THIS TIME THE VEHICLE DID NOT RESTART AND I CALLED MY
 20 INSURANCE COMPANY TO REQUEST A TOW, AND POLICE
 21 ASSISTANCE TO INCREASE THE VISIBILITY OF MY VEHICLE AND
 22 TO KEEP TRAFFIC AWAY TO PREVENT AN ACCIDENT. AT THIS
 23 TIME, THE DEALERSHIP HAS STATED THAT THERE WERE NO
 24 ERROR CODES SHOWING, AND THAT THE DAY FOLLOWING THIS
 25 INCIDENT THE CAR STARTED FINE. I AM CONCERNED THAT SINCE
 26 THIS IS A VEHICLE THAT IS A FRESH REDESIGN THAT NOT ALL OF
 27 THE MAJOR ISSUES WERE CAUGHT BEFORE DEPLOYING THE
 28 VEHICLE ON THE ROAD. I DO NOT FEEL SAFE DRIVING THIS
 VEHICLE WITHOUT AN EXPLANATION FOR WHAT HAPPENED, AND
 HOW IT WAS FIXED. *TR

22 2015 JEEP RENEGADE

23 a) (2015 Jeep Renegade 6/30/2015) I WAS ON THE HIGHWAY WHEN
 24 SUDDENLY MY BRAND NEW CAR STALLED AND WOULD NOT SHIFT
 25 BACK INTO GEAR. THE CAR BECAME IMMOBILIZED AND HAD TO
 26 GET TOWED BACK TO THE DEALERSHIP. THEY REPLACED THE
 27 FUEL VALVE AND DID NOT TEST FOR TRANSMISSION OR
 28 ELECTRICAL ISSUES. TWO DAYS LATER THE SAME THING
 HAPPENED ON THE HIGHWAY. I TOOK IT TO A DIFFERENT
 DEALERSHIP AND THEY DID NOT KNOW WHAT WAS WRONG WITH
 IT, SO THEY UPDATED THE SOFTWARE IN THE CAR BECAUSE TWO
 UPDATES WERE AVAILABLE. I GOT THE CAR BACK AND IT BROKE
 DOWN FOR A THIRD TIME, AGAIN AFTER ONLY 2 DAYS. THE CAR IS

1 CURRENTLY IN THE SHOP AND CHRYSLER IS RELUCTANT TO
2 BUYBACK THE VEHICLE. NOBODY CAN FIGURE OUT WHAT IS
WRONG.

- 3 b) (2015 Jeep Renegade 5/25/2015) HESITATION SHIFTING BETWEEN
4 MULTIPLE GEARS. LUNGED FORWARD WITHOUT WARNING AT A
COMPLETE STOP. MADE MANUFACTURER AWARE OF ISSUE.

5 54. Also, complaints posted by consumers in internet forums demonstrate that the
6 defect is widespread and dangerous and that it manifests without warning. The complaints
7 also indicate Defendant's awareness of the problems with the transmission and how
8 potentially dangerous the defect is for consumers. The following are some safety complaints
9 relating to ZF 9HP Automatic Transmission Defects (spelling and grammar mistakes remain
10 as found in the original) (Edmunds.com (July 7, 2015), <http://www.edmunds.com/>; Cars.com
11 (July 7, 2015), <http://cars.com/>; and CarComplaints.com (July 7, 2015),
12 <http://www.carcomplaints.com/>):

13 **Edmunds.com 2014 Jeep Cherokee & 2015 Jeep Cherokee - Consumer Reviews:**

- 14 a) (2014 Jeep Cherokee) Posted by **murphy25p** on 06/18/2015: Be aware that car
15 manufacturers pay some reviewers to raise the overall rating of vehicles. I had
16 transmission problems from day one, a new transmission that still had problems
17 at 16k miles after two software updates, engine lights requiring replacement of
18 an air shuttle. All in all, the first 24k miles, a year of owning the vehicle, I was
19 without it for over two weeks. What you're looking for in a new vehicle? Me
20 neither. The transmission defects on this vehicle are well documented and in
21 other reviews as well as mine. Believe them. There are many more reliable
22 vehicles than this one, I'll never buy another Jeep product it's the worst vehicle
I've ever owned.
- 23 b) (2014 Jeep Cherokee) Posted by **bachleda** on 6/1/2015: Owned the car a year
24 and has been to the dealership 5 times for shifting problems. Do not buy this
25 car until Chrysler has fixed the shifting problems. My car will not down shift
26 properly and wants to stay in 3rd gear. If you slow down and try to speed up,
27 you cannot because you are in too high of a gear and have to stomp on the gas
for it to go. I have been in almost 3 accidents because of this.
- 28 c) (2014 Jeep Cherokee) Posted by **vlowe945** on 8/18/2014: bought w/ 2 miles on
it, 2nd day wouldn't start, been in the shop 6 times & towed once, transmission
malfunctioned the ck engine brake & esc light came on then rolled forward
down the driveway in reverse, it said service transmission & needed computer
updates. when started it idles high then acts like its gonna die & smooth's out,
taking off from stop it shimmy's from side to side. on the interstate with cruise
@ 70 mph rpms are 2200 but plus or minus 1 mile the rpms drop to 1850, I
resorted to video recording every time I got in it as evidence of trouble, have a
active case with Jeep but if there is a issue and it doesn't throw a code its not
fixable! but I did get a 6/60k free maint.

- 1 d) (2015 Jeep Cherokee) Posted by **ehaba** on 6/12/2015: Few month from having
 2 vehicle, transmission started leaking. Sent to shop, came back and transmission
 3 light was back and vehicle was totally un-drivable. Towed back to shop. 30
 4 days later I got vehicle back and things started working again but not for long.
 5 10 days passed and vehicle was shut-down and started making load noise.
 6 Towed back to shop for another transmission issue. this time, it got replaced.
 7 That also aside from side airbag recall. I'm filling Lemon case. Other issues i've
 8 experienced, when trying to slow down, vehicle keeps going or even speeds.
 9 This is a big safely issue. Thank god, I give enough time to slow down. Doesn't
 10 have 3000 on it. yet have all those problems.
- 11 e) (2015 Jeep Cherokee) Posted by **strman** on 5/14/2015: Firstly, I have the V6
 12 model Trailhawk. It was a great car for the first 11000 miles but then one day I
 13 received an RO1 recall notice for a software reprogramming. Don't do it. This
 14 reprogramming disables second gear because they know there is a serious
 15 design flaw with the transmission. The recall reprogramming limits the down
 16 shifting of the tranny so you end up with a car that is always in the wrong gear
 17 and a herky jerky pig to drive. I once rated this car with 5 stars but feel
 18 compelled to warn the public now because so far Chrysler appears to be
 19 unwilling and very uncaring to restore this vehicle to what I paid for.
- 20 f) (2015 Jeep Cherokee) Posted by **aryann** on 12/22/2014: DO NOT BUY THIS
 21 CAR. There are trasnmission problems starting at 1k miles on my 2015 Jeep
 22 Cherokee Limited. The car is well built and looks great from exterior and
 23 interior. But the mechanics are a failure. My jeep stated hard shifting at 1k
 24 miles. I even had a time when I couldn't move the vehicle. I have been to the
 25 dealer several times and they haven't been able to solve my issue. Seems that I
 26 am not the only one with this issue if you search over the internet for "hard-
 27 shifting" issues with Cherokees you will understand. I am very disappointed
 28 that I have to take my new car to the dealer every couple of weeks where I get
 no solution to the problem.

Cars.com 2015 Jeep Cherokee - Consumer Reviews:

- 18 a) Posted by Lost in Maine from Maine | June 6, 2015: Bought new 2015. Made it
 19 to 1300 miles and shifting issues arose. Hauled to local dealer by Jeep. Told the
 20 transmission needs to be replaced. After several days, transmission is replaced
 21 and is returned as repaired. Notice vibration and call Jeep. Told the axles need
 22 to be replaced. Also told said axles are not available until September sometime.
 23 Transmission is beginning to exhibit same issues as was first reported. It's only
 24 been 200 miles to start having problems again. Totally disgusted with the whole
 25 situation with this vehicle.

CarComplaints.com 2015 Chrysler 200 & 2015 Jeep Renegade – Owner Comments:

- 25 a) (2015 Chrysler 200) Posted by Rudy M., Odessa, FL, USA on 5/2/2015: I
 26 purchased my car new in September 2014 and I'd like to start by saying that I
 27 had no problems with my car until I took it in for the Recall software flash on
 28 05/02/2015. Four days after the software update, the check engine light came
 on. I took the car back to the dealership on 05/07/2015. I'm advised that the
 transmission needs to be replaced. I'm not happy since the car is only 7 months
 old at the time but I have the work completed. I got the car back and drove the
 car for the next few days and everything was great. On the fourth day, I start to

1 feel the car hesitate as I'm in stop and go traffic. It also, lunges forward as I'm
 2 trying to bring the car to a stop. At one point the car hesitated as I was crossing
 3 a busy intersection almost causing a car to hit me. I took the car back to the
 4 dealership on 05/15/2015. I was advised that they replaced some parts and that
 5 the car was road tested and was ready for pick up. As I was driving back to
 6 work, the car started to do the same things. I called the service tech and she
 7 asked me to bring the car back in to take a test drive. I take the car in and take a
 8 test drive with a transmission specialist. He advised me at the end of the test
 9 drive that "The jerky drive is normal for this car". I can assure you that if the
 10 car drove this way on my test drive, I would have never purchased the 2015
 11 Chrysler 200s. I was directed to the service manager. He advised that he would
 12 talk to the district manager and see what he would be able to do. I was hoping
 13 for some good news, It was not. They offered me a lifetime warranty on the
 14 vehicle. Although this is a very nice offer, it doesn't fix the current issues that
 15 I'm having with the car. I'd like the car to be fixed or if it can't be fixed, I feel
 16 that Chrysler should do the right thing and replace the car.

17 b) (2015 Chrysler 200) Posted by Ambria F., Houston, Texas , USA on 4/15/2015:
 18 This car is a total nightmare!!! I absolutely do not feel safe driving this vehicle.
 19 After already getting the transmission replaced, I'm STILL having transmission
 20 issues that seem really dangerous! I put the car into drive today and nothing
 21 happened. I returned the gear back to park. I then put the gear back into
 22 drive.....nothing. So I press the gas just to see what would happen since it
 23 was in drive and wasn't moving.finally the car makes a loud
 24 noise and darts out going about 20 mph. Scary and embarrassing. I hate I ever
 25 stumbled across this car! The car is only nice looking on the outside, possessed
 26 and unpredictable on the inside!! (the transmission is garbage) Someone is
 27 going to get hurt or killed in this vehicle!

28 c) (2015 Jeep Renegade) Posted by Inwolfs, Coeur D'Alene, ID, USA on
 4/08/2015: The problems haunting Jeep on their 9-speed automatic
 transmission have been inherited by the 2015 Jeep Renegade. I have owned this
 car now for 5 days and, on three separate occasions, I have experienced a
 sudden burst of acceleration while trying to come to a stop and also when
 letting the vehicle roll slowly forward (as in traffic at a stop light). It is quite
 disconcerting and I am very afraid what will happen if it does this while I am
 on slick roads. I can see this transmission has been a major issue in Cherokees
 and I am wondering why Jeep is still putting them in their cars. Is this why the
 release of the Renegade took so long?

55. The Transmission Defect poses an unreasonable safety risk for Class Members
 and other drivers and pedestrians. A vehicle's responsiveness to driver input, such as
 acceleration and deceleration, and the ability of a vehicle's transmission to perform properly
 are critical to a vehicle's safe operation. A defect that causes one or more of these negative
 characteristics poses a safety hazard to the general public and increases the risk of automobile
 accidents.

FCA Has Exclusive Knowledge of the Transmission Defect

56. FCA had superior and exclusive knowledge of the transmission defect and

1 knew or should have known that the defect was not known or reasonably discoverable by
 2 Plaintiffs and Class Members before they purchased or leased the Class Vehicles.

3 57. Plaintiffs are informed and believe, and based thereon allege, that before
 4 Plaintiffs purchased their Class Vehicles, and since at least October 2013, FCA knew about
 5 the Transmission Defect through sources not available to consumers, including the following:
 6 pre-release testing data; early consumer complaints about the Transmission Defect to
 7 Defendant's dealers who are its agents for vehicle repairs; warranty claim data related to the
 8 defect; aggregate data from FCA's dealers and reports to FCA's Service Technical Assistance
 9 Resource ("STAR") Center, its engineer/technical team; consumer complaints to the NHTSA
 10 and resulting notice from NHTSA; early consumer complaints on websites and internet
 11 forums; dealership repair orders; testing conducted in response to owner or lessee complaints;
 12 technical service bulletins ("TSBs") applicable to the Class Vehicles; and other internal
 13 sources of aggregate information about the problem.

14 58. As a result of the Transmission Defect, FCA has issued several Technical
 15 Service Bulletins ("TSBs"), as well as three transmission software updates, to its dealers in the
 16 United States, acknowledging defects in the ZF 9HP Automatic Transmission. For example,
 17 FCA issued TSB #SB-21-013-13 on or around November 14, 2013, to its dealers, covering the
 18 2014 Jeep Cherokee, and informed them of the procedure to be followed in the event
 19 customers "indicate that their transmission shift quality does not meet their expectations" and
 20 poor shift quality is identified during "New Vehicle Preparation 'Road Test'." Further, FCA
 21 issued TSB #SB-21-014-13 on or around December 19, 2013, to its dealers, covering the 2014
 22 Jeep Cherokee, and informed them that "ON SOME JEEPS, WITH NEW SOFTWARE
 23 ROBUSTNESS IMPROVEMENTS, EXPERIENCING INCONSISTENT AND/OR
 24 HARSH1-2 or 2-3 UPSHIFTS."

25 59. Additionally, FCA's TSB #21-018-14 from or around May 15, 2014, which
 26 supersedes the December 2013 TSB (#SB-21-014-13) previously mentioned, addressed
 27 customer complaints regarding the 2014 Jeep Cherokee transmission's poor shifting and
 28 included a "five-minute software reset" and, in some cases, a 78-minute "adaptive drive learn"

1 test performed by the service technician to ensure appropriate shifting.²⁵ A Chrysler
 2 spokesperson told Automotive News that the software update was in response to “customer
 3 feedback” and “to improve satisfaction.”²⁶ Despite issuing three successive Technical Service
 4 Bulletins and two software updates within the first six months of production, FCA CEO
 5 Sergio Marchionne assured consumers in May 2014 that “he was not concerned about the
 6 quality of the nine-speed automatic transmission” and further promised that “[i]t will get
 7 better six months from now, trust me.”²⁷

8 60. However, consumer complaints persisted and FCA’s promises again fell short
 9 when it issued TSB #81-016-1053 on or around October 1, 2014, covering the 2014-2015 Jeep
 10 Cherokees and 2015 Chrysler 200, informing dealers that the “TRANSMISSION MAY NOT
 11 ALLOW THE TRANSAXLE TO SHIFT GEAR DUE TO TRANSMISSION CONTROL
 12 MODULE SOFTWARE.” In February 2015, FCA issued TSB #21-008-15, covering the
 13 2014-2015 Jeep Cherokees and 2015 Chrysler 200, providing to dealers “INFORMATION
 14 REGARDING AN ISSUE, ON SOME VEHICLES, WHEREBY 5-4 DOWNSHIFTING, IS
 15 LESS THAN DESIRED AND MALFUNCTION INDICATOR LAMP (MIL) WILL
 16 ILLUMINATE AND REMOVING, DISASSEMBLING AND REPLACING C-CLUTCH
 17 SNAP RING AND TRANSMISSION.” Additionally, in or around February 2015, FCA
 18 released its third transmission software update for vehicles equipped with the ZF 9HP
 19 Automatic Transmission in response to consumer complaints reporting conditions such as
 20 “sudden lunges from unexpected downshifts, a lack of kickdown upon entering highways,
 21 front-axle vibration in low gears, and complete failures in which the transmission shifts into
 22 neutral while driving and lights up the dash with warning lights.”²⁸ FCA issued TSB #21-
 23 015-15 on or around March 4, 2015, relating to above-mentioned software update.

24 ²⁵ See Automotive News, *Jeep 9-speed needs a reset again* (May 26, 2015),
 25 [http://www.autonews.com/article/20140526/OEM06/305269979/jeep-9-speed-needs-a-reset-](http://www.autonews.com/article/20140526/OEM06/305269979/jeep-9-speed-needs-a-reset-again)
 again (last visited July 8, 2015).

26 ²⁶ *Id.*

27 ²⁷ *Id.*

28 ²⁸ See Car and Driver, *Holy Shift: ZF 9-speed Automatic Problems Mount, Chrysler Releases Third Software Update for Jeep Cherokee* (Feb. 4, 2015, 1:55PM),
[http://blog.caranddriver.com/holy-shift-zf-9-speed-automatic-problems-mount-chrysler-](http://blog.caranddriver.com/holy-shift-zf-9-speed-automatic-problems-mount-chrysler-releases-third-software-update-for-jeep-cherokee/)
 releases-third-software-update-for-jeep-cherokee/ (last visited July 8, 2015).

1 61. The alleged Transmission Defect was inherent in each FCA vehicle equipped
2 with the ZF 9HP Automatic Transmission and was present in each FCA vehicle equipped with
3 the ZF 9HP Automatic Transmission at the time of sale.

4 62. The existence of the Transmission Defect is a material fact that a reasonable
5 consumer would consider when deciding whether to purchase or lease an FCA vehicle that
6 was equipped with the ZF 9HP Automatic Transmission. Had Plaintiffs and other Class
7 Members known that the Class Vehicles were equipped with defective transmissions, they
8 would not have purchased or leased the Class Vehicles equipped with the ZF 9HP Automatic
9 Transmissions or would have paid less for them.

10 63. Reasonable consumers, like Plaintiffs, reasonably expect that a vehicle's
11 transmission is safe, will function in a manner that will not pose a safety hazard, and is free
12 from defects. Plaintiffs and Class Members further reasonably expect that FCA will not sell
13 or lease vehicles with known safety defects, such as the Transmission Defect, and will
14 disclose any such defects to its consumers when it learns of them. They did not expect FCA
15 to fail to disclose the Transmission Defect to them and to continually deny the defect.

16 **FCA Has Actively Concealed the Transmission Defect**

17 64. While FCA has been fully aware of the Transmission Defect in the Class
18 Vehicles, it actively concealed the existence and nature of the defect from Plaintiffs and Class
19 Members at the time of purchase, lease, repair, and thereafter. Specifically, FCA failed to
20 disclose or actively concealed at and after the time of purchase, lease, or repair:

- 21 (a) any and all known material defects or material nonconformity of the
- 22 Class Vehicles, including the defects relating to the ZF 9HP Automatic
- 23 Transmission;
- 24 (b) that the Class Vehicles, including their ZF 9HP Automatic
- 25 Transmissions, were not in good in working order, were defective, and
- 26 were not fit for their intended purposes; and
- 27 (c) that the Class Vehicles and their ZF 9HP Automatic Transmissions were
- 28 defective, despite the fact that FCA learned of such defects through

1 alarming failure rates, customer complaints, and other internal sources,
2 as early as November 2013.

3 65. As a result of the Transmission Defect, FCA was inundated with complaints
4 regarding the ZF 9HP Automatic Transmission. As mentioned above, FCA issued several
5 Technical Service Bulletins ("TSBs") and transmission software updates to its dealers in the
6 United States, acknowledging defects in the ZF 9HP Automatic Transmission. FCA has
7 issued several Technical Service Bulletins ("TSBs"), as well as three transmission software
8 updates, to its dealers in the United States, acknowledging defects in the 9HP Automatic
9 Transmission. For example, FCA issued TSB #SB-21-013-13 on or around November 14,
10 2013 to its dealers, covering the 2014 Jeep Cherokee, and informed them of the procedure to
11 be followed in the event customers "indicate that their transmission shift quality does not meet
12 their expectations" and poor shift quality is identified during "New Vehicle Preparation 'Road
13 Test'." Further, FCA issued TSB #SB-21-014-13 on or around December 19, 2013 to its
14 dealers, covering the 2014 Jeep Cherokee, and informed them that "ON SOME JEEPS, WITH
15 NEW SOFTWARE ROBUSTNESS IMPROVEMENTS, EXPERIENCING INCONSISTENT
16 AND/OR HARSH1-2 or 2-3 UPSHIFTS."

17 66. However, on information and belief, consumers continued to experience
18 problems with their vehicles despite the purported fix, including, but not limited to: rough,
19 delayed, or sudden shifting or failure to shift; grinding or other loud noises during shifting;
20 harsh engagement of gears; sudden or harsh accelerations/decelerations; sudden loss of power;
21 premature transmission wear; and transmission failure.

22 67. Additionally, and as noted above, FCA's TSB from or around May 15, 2014,
23 which supersedes the December 2013 TSB (#SB-21-014-13) previously mentioned, addressed
24 customer complaints regarding the transmission's poor shifting and included a "five-minute
25 software reset" and, in some cases, a 78-minute "adaptive drive learn" test performed by the
26 service technician to ensure appropriate shifting.²⁹ A Chrysler spokesperson told Automotive
27

28 ²⁹ See Automotive News, *Jeep 9-speed needs a reset again* (May 26, 2015),
<http://www.autonews.com/article/20140526/OEM06/305269979/jeep-9-speed-needs-a-reset->

1 News that the software update was in response to “customer feedback” and “to improve
2 satisfaction.”³⁰ Despite issuing three successive Technical Service Bulletins and two software
3 updates within the first six months of production, Sergio Marchionne, CEO of Fiat Chrysler
4 Automobiles, told consumers in May 2014 that “he was not concerned about the quality of the
5 nine-speed automatic transmission.”

6 68. Yet, consumer complaints persisted and FCA’s promises again fell short when
7 it issued TSB #81-016-1053 on or around October 1, 2014, covering the 2014-2015 Jeep
8 Cherokees and 2015 Chrysler 200, informing dealers that the “TRANSMISSION MAY NOT
9 ALLOW THE TRANSAXLE TO SHIFT GEAR DUE TO TRANSMISSION CONTROL
10 MODULE SOFTWARE.” In February 2015, FCA issued TSB #21-008-15, covering the
11 2014-2015 Jeep Cherokees and 2015 Chrysler 200, providing to dealers “INFORMATION
12 REGARDING AN ISSUE, ON SOME VEHICLES, WHEREBY 5-4 DOWNSHIFTING, IS
13 LESS THAN DESIRED AND MALFUNCTION INDICATOR LAMP (MIL) WILL
14 ILLUMINATE AND REMOVING, DISASSEMBLING AND REPLACING C-CLUTCH
15 SNAP RING AND TRANSMISSION.” Additionally, in or around February 2015,
16 CarandDriver.com reported that FCA had released its third transmission software update for
17 vehicles equipped with the ZF 9HP Automatic Transmission in response to consumer
18 complaints reporting conditions such as “sudden lunges from unexpected downshifts, a lack of
19 kickdown upon entering highways, front-axle vibration in low gears, and complete failures in
20 which the transmission shifts into neutral while driving and lights up the dash with warning
21 lights.” On information and belief, consumers continued to experience problems with their
22 vehicles despite the fix, including, but not limited to: rough, delayed, or sudden shifting or
23 failure to shift; grinding or other loud noises during shifting; harsh engagement of gears;
24 sudden or harsh accelerations/decelerations; sudden loss of power; premature transmission
25 wear; and transmission failure.

26 69. On information and belief, the software upgrades outlined by the various TSBs
27
28 again (last visited July 8, 2015).

³⁰ *Id.*

1 issued by FCA were ineffective at addressing the Transmission Defect.

2 70. When consumers present the Class Vehicles to authorized FCA dealers for
3 repair of the transmission, rather than repair the problem under warranty, FCA dealers either
4 inform consumers that their vehicles are functioning properly, or "as designed," or conduct
5 repairs or software updates that merely mask the defect.

6 71. To this day, FCA still has not notified Plaintiffs and Class Members that the
7 Class Vehicles suffer from a systemic defect that causes the transmission to malfunction.

8 **CLASS ACTION ALLEGATIONS**

9 72. Plaintiffs bring this lawsuit as a class action on behalf of themselves and all
10 others similarly situated as members of the proposed Plaintiff Classes under California Code
11 of Civil Procedure § 382.

12 73. All claims alleged herein arise under California law for which Plaintiffs seek
13 relief authorized by California law.

14 74. The Class and Sub-Class are defined as:

15 **Class:** All individuals residing in the State of California who
16 purchased or leased any FCA vehicle equipped with a ZF 9HP
Automatic Transmission.

17 **CLRA Sub-Class:** All members of the Class who are
18 "consumers" within the meaning of California Civil Code §
1761(d).

19 **Implied Warranty Sub-Class:** All members of the Class who
20 purchased or leased their vehicles in the State of California.

21 75. Excluded from the Class and Sub-Class are: (1) Defendant, any entity or
22 division in which Defendant has a controlling interest, and their legal representatives, officers,
23 directors, assigns, and successors; (2) the Judge to whom this case is assigned and the Judge's
24 staff; (3) any Judge sitting in the presiding state and/or federal court system who may hear an
25 appeal of any judgment entered; and (4) those persons who have suffered personal injuries as
26 a result of the facts alleged herein. Plaintiffs reserve the right to amend the Class and Sub-
27 Class definitions if discovery and further investigation reveal that the Class and Sub-Class
28 should be expanded or otherwise modified.

1 76. There is a well-defined community of interest in the litigation and each
2 subclass is readily ascertainable.

3 77. Numerosity: Although the exact number of prospective class members is
4 uncertain and can only be ascertained through appropriate discovery, the number is great
5 enough such that joinder is impracticable. The disposition of prospective class members'
6 claims in a single action will provide substantial benefits to all parties and to the Court. The
7 prospective class members are readily identifiable from information and records in
8 Defendant's possession, custody, or control, as well as from records kept by the departments
9 of motor vehicles of the various states.

10 78. Typicality: The claims of the representative Plaintiffs are typical of the claims
11 of the all prospective class members in that the representative Plaintiffs and the prospective
12 class members purchased and leased a Class Vehicle designed, manufactured, and distributed
13 by FCA and equipped with a defective ZF 9HP Automatic Transmission. The representative
14 Plaintiffs, like all prospective class members, have been damaged by Defendant's misconduct
15 in that they have incurred or will incur the cost of repairing or replacing the defective
16 transmission. Furthermore, the factual bases of FCA's misconduct are common to all
17 prospective class members and represent a common thread resulting in injury to all
18 prospective class members.

19 79. Commonality: There are numerous questions of law and fact common to
20 Plaintiffs and the prospective class members that predominate over any question affecting
21 individual prospective class members. These common legal and factual issues include the
22 following:

- 23 (a) Whether Class Vehicles contain defects relating to the ZF 9HP
24 Automatic Transmission;
- 25 (b) Whether the defects relating to the ZF 9HP Automatic Transmission
26 constitute an unreasonable safety risk;
- 27 (c) Whether Defendant knew about the defects relating to the ZF 9HP
28 Automatic Transmission and, if so, how long Defendant has known of

1 the defect;

2 (d) Whether the defective nature of the ZF 9HP Automatic Transmission
3 constitutes a material fact;

4 (e) Whether Defendant has a duty to disclose the defective nature of the ZF
5 9HP Automatic Transmission to Plaintiffs and prospective class
6 members;

7 (f) Whether Plaintiffs and the prospective class members are entitled to
8 equitable relief, including, but not limited to, a preliminary and/or
9 permanent injunction;

10 (g) Whether Defendant knew or reasonably should have known of the
11 defects relating to the ZF 9HP Automatic Transmission before selling
12 and leasing Class Vehicles to prospective class members;

13 (h) Whether Defendant should be declared financially responsible for
14 notifying all prospective class members of the problems with the Class
15 Vehicles and for the costs and expenses of repairing and replacing the
16 defective ZF 9HP Automatic Transmission;

17 (i) Whether Defendant is obligated to inform prospective class members of
18 their right to seek reimbursement for having paid to diagnose, repair, or
19 replace the defective ZF 9HP Automatic Transmission; and

20 (j) Whether Defendant breached the implied warranty of merchantability
21 pursuant to the Song-Beverly Act.

22 80. Adequate Representation: Plaintiffs will fairly and adequately protect
23 prospective class members' interests. Plaintiffs have retained attorneys experienced in
24 prosecuting class actions, including consumer and product defect class actions, and Plaintiffs
25 intend to prosecute this action vigorously.

26 81. Superiority: Plaintiffs and the prospective class members have all suffered and
27 will continue to suffer harm and damages as a result of Defendant's unlawful and wrongful
28 conduct. A class action is superior to other available methods for the fair and efficient

1 adjudication of the controversy. Absent a class action, prospective class members would
 2 likely find the cost of litigating their claims prohibitively high and would therefore have no
 3 effective remedy at law. Because of the relatively small size of the individual prospective
 4 class members' claims, it is likely that only a few prospective class members could afford to
 5 seek legal redress for Defendant's misconduct. Absent a class action, prospective class
 6 members will continue to incur damages, and Defendant's misconduct will continue without
 7 remedy. Class treatment of common questions of law and fact would also be a superior
 8 method to multiple individual actions or piecemeal litigation in that class treatment will
 9 conserve the resources of the courts and the litigants and will promote consistency and
 10 efficiency of adjudication.

11 **FIRST CAUSE OF ACTION**

12 **(Violation of California's Consumer Legal Remedies Act,** 13 **California Civil Code § 1750, *et seq.*)**

14 82. Plaintiffs incorporate by reference the allegations contained in the preceding
 15 paragraphs of this Complaint.

16 83. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the
 17 members of the CLRA Sub-Class.

18 84. Defendant FCA US LLC is a "person" as defined by California Civil Code
 19 § 1761(c).

20 85. Plaintiffs and CLRA Sub-class Members are "consumers" within the meaning
 21 of California Civil Code § 1761(d) because they purchased their Class Vehicles primarily for
 22 personal, family, or household use.

23 86. By failing to disclose and concealing the defective nature of the transmissions
 24 from Plaintiffs and prospective Class Members, Defendant violated California Civil Code §
 25 1770(a), as they represented that the Class Vehicles and their transmissions had characteristics
 26 and benefits that they do not have and represented that the Class Vehicles and their
 27 transmissions were of a particular standard, quality, or grade when they were of another. *See*
 28 Cal. Civ. Code §§ 1770(a)(5) & (7).

1 87. Defendant's unfair and deceptive acts or practices occurred repeatedly in
2 Defendant's trade or business, were capable of deceiving a substantial portion of the
3 purchasing public, and imposed a serious safety risk on the public.

4 88. Defendant knew that the Class Vehicles and their transmissions suffered from
5 an inherent defect, were defectively designed or manufactured, and were not suitable for their
6 intended use.

7 89. As a result of their reliance on Defendant's omissions and/or
8 misrepresentations, owners and/or lessees of the Class Vehicles suffered an ascertainable loss
9 of money, property, and/or value of their Class Vehicles. Additionally, as a result of the
10 Transmission Defect, Plaintiffs and Class Members were harmed and suffered actual damages
11 in that the Class Vehicles' transmission components are substantially certain to fail before
12 their expected useful life has run.

13 90. Defendant was under a duty to Plaintiffs and Class Members to disclose the
14 defective nature of the transmissions and/or the associated repair costs because:

15 (a) Defendant was in a superior position to know the true state of facts
16 about the safety defect in the Class Vehicles' transmissions;

17 (b) Plaintiffs and Class Members could not reasonably have been expected
18 to learn or discover that their transmissions had a dangerous safety
19 defect until it manifested; and

20 (c) Defendant knew that Plaintiffs and Class Members could not reasonably
21 have been expected to learn of or discover the safety defect.

22 91. In failing to disclose the defective nature of the transmissions, Defendant
23 knowingly and intentionally concealed material facts and breached its duty not to do so.

24 92. The facts about the Transmission Defect that the Defendant concealed from, or
25 failed to disclose to, Plaintiffs and Class Members are material in that a reasonable consumer
26 would have considered them to be important in deciding whether to purchase or lease the
27 Class Vehicles or pay less. Had Plaintiffs and Class Members known that the Class Vehicles'
28 transmissions were defective, they would not have purchased or leased the Class Vehicles or

1 would have paid less for them.

2 93. Plaintiffs and Class Members are reasonable consumers who do not expect the
3 transmissions installed in their vehicles to exhibit problems such as: rough, delayed, or sudden
4 shifting or failure to shift; grinding or other loud noises during shifting; harsh engagement of
5 gears; sudden or harsh accelerations/decelerations; sudden loss of power; premature
6 transmission wear; and eventually, transmission failure. This is the reasonable and objective
7 consumer expectation relating to vehicle transmissions.

8 94. As a result of Defendant's conduct, Plaintiffs and Class Members were harmed
9 and suffered actual damages in that, on information and belief, the Class Vehicles experienced
10 and may continue to experience problems such as: rough, delayed, or sudden shifting or
11 failure to shift; grinding or other loud noises during shifting; harsh engagement of gears;
12 sudden or harsh accelerations/decelerations; sudden loss of power; premature transmission
13 wear; and eventually, transmission failure.

14 95. As a direct and proximate result of Defendant's unfair or deceptive acts or
15 practices, Plaintiffs and Class Members suffered and will continue to suffer actual damages.

16 96. Plaintiffs and the Class are entitled to equitable relief.

17 97. Plaintiffs provided Defendant with notice of its violations of the CLRA
18 pursuant to California Civil Code § 1782(a). If, within 30 days, Defendant fails to provide
19 appropriate relief for its violations of the CLRA, Plaintiffs will amend this Complaint to seek
20 monetary, compensatory, and punitive damages, in addition to the injunctive and equitable
21 relief that they seek now.

22 **SECOND CAUSE OF ACTION**

23 **(Violation of California Business & Professions Code § 17200, *et seq.*)**

24 98. Plaintiffs incorporate by reference the allegations contained in the preceding
25 paragraphs of this Complaint.

26 99. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the
27 Class.

28 100. As a result of their reliance on Defendant's omissions and/or

1 misrepresentations, owners and/or lessees of the Class Vehicles suffered an ascertainable loss
 2 of money, property, and/or value of their Class Vehicles. Additionally, as a result of the
 3 Transmission Defect, Plaintiffs and Class Members were harmed and suffered actual damages
 4 in that the Class Vehicles' transmission components are substantially certain to fail before
 5 their expected useful life has run.

6 101. California Business & Professions Code § 17200 prohibits acts of "unfair
 7 competition," including any "unlawful, unfair or fraudulent business act or practice" and
 8 "unfair, deceptive, untrue or misleading advertising."

9 102. Plaintiffs and Class Members are reasonable consumers who do not expect their
 10 transmissions to exhibit problems such as: rough, delayed, or sudden shifting or failure to
 11 shift; grinding or other loud noises during shifting; harsh engagement of gears; sudden or
 12 harsh accelerations/decelerations; sudden loss of power; premature transmission wear; and
 13 eventually, transmission failure.

14 103. Defendant knew the Class Vehicles and their transmissions suffered from
 15 inherent defects, were defectively designed or manufactured, would fail prematurely, and
 16 were not suitable for their intended use.

17 104. In failing to disclose the defects with the transmission, Defendant has
 18 knowingly and intentionally concealed material facts and breached their duty not to do so.

19 105. Defendant was under a duty to Plaintiffs and Class Members to disclose the
 20 defective nature of the Class Vehicles and their transmissions:

- 21 (a) Defendant was in a superior position to know the true state of facts
 22 about the safety defect in the Class Vehicles' transmissions;
- 23 (b) Defendant made partial disclosures about the quality of the Class
 24 Vehicles without revealing the defective nature of the Class Vehicles
 25 and their transmissions; and
- 26 (c) Defendant actively concealed the defective nature of the Class Vehicles
 27 and their transmissions from Plaintiffs and the Class.

28 106. The facts regarding the Transmission Defect that the Defendant concealed

1 from, or failed to disclose to, Plaintiffs and Class Members are material in that a reasonable
2 person would have considered them to be important in deciding whether to purchase or lease
3 Class Vehicles. Had Plaintiffs and other Class Members known that the Class Vehicles' ZF
4 9HP Automatic Transmissions were defective and posed a safety hazard, then Plaintiffs and
5 the other Class Members would not have purchased or leased Class Vehicles equipped with
6 ZF 9HP Automatic Transmissions, or would have paid less for them.

7 107. Defendant continues to conceal the defective nature of the Class Vehicles and
8 their transmissions even after Class Members began to report problems. Indeed, Defendant
9 continues to cover up and conceal the true nature of the problem.

10 108. Defendant's conduct was and is likely to deceive consumers.

11 109. Defendant's acts, conduct and practices were unlawful, in that they constituted:

- 12 (a) Violations of the California Consumer Legal Remedies Act;
13 (b) Violations of the Song-Beverly Consumer Warranty Act; and
14 (c) Violations of the express warranty provisions of California Commercial
15 Code section 2313.

16 110. By its conduct, Defendant has engaged in unfair competition and unlawful,
17 unfair, and fraudulent business practices.

18 111. Defendant's unfair or deceptive acts or practices occurred repeatedly in
19 Defendant's trade or business, and were capable of deceiving a substantial portion of the
20 purchasing public.

21 112. As a direct and proximate result of Defendant's unfair and deceptive practices,
22 Plaintiffs and the Class have suffered and will continue to suffer actual damages.

23 113. Defendant has been unjustly enriched and should be required to make
24 restitution to Plaintiffs and the Class pursuant to §§ 17203 and 17204 of the Business &
25 Professions Code.

1 **THIRD CAUSE OF ACTION**

2 **(Breach of Implied Warranty Pursuant to Song-Beverly**

3 **Consumer Warranty Act, California Civil Code §§ 1792 and 1791.1, *et seq.*)**

4 114. Plaintiffs incorporate by reference the allegations contained in the preceding
5 paragraphs of this Complaint.

6 115. Plaintiffs bring this cause of action against Defendant on behalf of themselves
7 and on behalf of the members of the Implied Warranty Sub-Class.

8 116. At all relevant times, Defendant was the manufacturer, distributor, warrantor,
9 and/or seller of the Class Vehicles. Defendant knew or had reason to know of the specific use
10 for which the Class Vehicles were purchased or leased.

11 117. Defendant provided Plaintiffs and Class Members with an implied warranty
12 that the Class Vehicles and their components and parts are merchantable and fit for the
13 ordinary purposes for which they were sold. However, the Class Vehicles are not fit for their
14 ordinary purpose of providing reasonably reliable and safe transportation because, *inter alia*,
15 the Class Vehicles and their transmissions suffered from an inherent defect at the time of sale
16 and thereafter are not fit for their particular purpose of providing safe and reliable
17 transportation.

18 118. Defendant impliedly warranted that the Class Vehicles were of merchantable
19 quality and fit for such use. This implied warranty included, among other things: (i) a
20 warranty that the Class Vehicles and their transmissions that were manufactured, supplied,
21 distributed, and/or sold by FCA were safe and reliable for providing transportation; and (ii) a
22 warranty that the Class Vehicles and their transmissions would be fit for their intended use
23 while the Class Vehicles were being operated.

24 119. Contrary to the applicable implied warranties, the Class Vehicles and their
25 transmissions at the time of sale and thereafter were not fit for their ordinary and intended
26 purpose of providing Plaintiffs and Class Members with reliable, durable, and safe
27 transportation. Instead, the Class Vehicles are defective, including, but not limited to, the
28 defective design and manufacture of their transmissions.

120. As a result of Defendant's breach of the applicable implied warranties, owners and/or lessees of the Class Vehicles suffered an ascertainable loss of money, property, and/or value of their Class Vehicles. Additionally, as a result of the Transmission Defect, Plaintiffs and Class Members were harmed and suffered actual damages in that the Class Vehicles' transmission components are substantially certain to fail before their expected useful life has run.

121. Defendant's actions, as complained of herein, breached the implied warranty that the Class Vehicles were of merchantable quality and fit for such use in violation of California Civil Code §§ 1792 and 1791.1.

FOURTH CAUSE OF ACTION

(Breach of Warranty under the Magnuson-Moss Warranty Act, 15 U.S.C. § 2303 *et seq.*)

122. Plaintiffs incorporate by reference the allegations contained in the preceding paragraphs of this Complaint.

123. Plaintiffs bring this cause of action on behalf of themselves and on behalf of the Class.

124. The Class Vehicles are a "consumer product" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(1).

125. Plaintiffs and Class Members are "consumers" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(3).

126. Defendant FCA US LLC is a "supplier" and "warrantor" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(4)-(5).

127. Defendant's express warranty is a "written warranty" within the meaning of the Magnuson-Moss Warranty Act, 15 U.S.C. § 2301(6).

128. FCA provided all purchasers and lessees of the Class Vehicles with a New Vehicle Basic Limited Warranty and a Powertrain Limited Warranty. In this Basic Limited Warranty, FCA expressly warranted that it would "**cover[] . . . all parts and labor needed to repair any item on [the] vehicle** when it left the manufacturing plant that is defective in

1 material, workmanship or factory preparation.” FCA promised to cover “any item on [the]
2 vehicle” with the exception of tires and unwired headphones under its Basic Limited
3 Warranty, for “36 months from the date it begins or for 36,000 miles on the odometer,
4 whichever occurs first.”

5 129. Furthermore, under the Powertrain Limited Warranty, FCA expressly warranted
6 that it would “cover[] . . . **the costs of all parts and labor needed to repair a powertrain**
7 **component** listed in [the] section . . . below that is defective.” FCA promised to cover listed
8 powertrain components under its Powertrain Limited Warranty, including transmission
9 components such as “transmission case and all internal parts; torque converter; drive/flex
10 plate; transmission range switch; speed sensors; pressure sensors; transmission control
11 module; bell housing; oil pan; [and] seals and gaskets for listed components,” “for up to 5
12 years or 100,000 miles on the odometer, whichever occurs first.”

13 130. On information and belief, Defendant breached the express warranty by
14 purporting to repair the transmission and its component parts by replacing the defective
15 transmission components with the same defective components and/or instituting temporary
16 fixes, on information and belief, to ensure that the Transmission Defect manifests outside of
17 the Class Vehicles’ express warranty period.

18 131. Furthermore, Defendant impliedly warranted that the Class Vehicles were of
19 merchantable quality and fit for such use. This implied warranty included, among other
20 things: (i) a warranty that the Class Vehicles and their transmissions that were manufactured,
21 supplied, distributed, and/or sold by FCA were safe and reliable for providing transportation;
22 and (ii) a warranty that the Class Vehicles and their transmissions would be fit for their
23 intended use while the Class Vehicles were being operated.

24 132. Contrary to the applicable implied warranties, the Class Vehicles and their
25 transmissions at the time of sale and thereafter were not fit for their ordinary and intended
26 purpose of providing Plaintiffs and Class Members with reliable, durable, and safe
27 transportation. Instead, the Class Vehicles are defective, including, but not limited to, the
28 defective design of their transmissions.

1 and/or lessees of the Class Vehicles suffered an ascertainable loss of money, property, and/or
 2 value of their Class Vehicles. Additionally, as a result of the Transmission Defect, Plaintiffs
 3 and Class Members were harmed and suffered actual damages in that the Class Vehicles'
 4 transmissions are substantially certain to fail before their expected useful life has run.

5 142. Defendant provided all purchasers and lessees of the Class Vehicles with the
 6 express warranty described herein, which became a material part of the bargain. Accordingly,
 7 Defendant's express warranty is an express warranty under California law.

8 143. Defendant manufactured and/or installed the transmission and its component
 9 parts in the Class Vehicles, and the transmission and its component parts are covered by the
 10 express warranty.

11 144. FCA provided all purchasers and lessees of the Class Vehicles with a New
 12 Vehicle Basic Limited Warranty and a Powertrain Limited Warranty. In this Basic Limited
 13 Warranty, FCA expressly warranted that it would "**cover[] . . . all parts and labor needed to**
 14 **repair any item on [the] vehicle** when it left the manufacturing plant that is defective in
 15 material, workmanship or factory preparation." FCA promised to cover "any item on [the]
 16 vehicle" with the exception of tires and unwired headphones under its Basic Limited
 17 Warranty, for "36 months from the date it begins or for 36,000 miles on the odometer,
 18 whichever occurs first."

19 145. Furthermore, under the Powertrain Limited Warranty, FCA expressly warranted
 20 that it would "**cover[] . . . the costs of all parts and labor needed to repair a powertrain**
 21 **component** listed in [the] section . . . below that is defective." FCA promised to cover listed
 22 powertrain components under its Powertrain Limited Warranty, including transmission
 23 components such as "transmission case and all internal parts; torque converter; drive/flex
 24 plate; transmission range switch; speed sensors; pressure sensors; transmission control
 25 module; bell housing; oil pan; [and] seals and gaskets for listed components," "for up to 5
 26 years or 100,000 miles on the odometer, whichever occurs first."

27 146. On information and belief, Defendant breached the express warranty by
 28 purporting to repair the transmission and its component parts by replacing the defective

1 transmission components with the same defective components and/or instituting temporary
 2 fixes, on information and belief, to ensure that the Transmission Defect manifests outside of
 3 the Class Vehicles' express warranty period.

4 147. Plaintiffs were not required to notify FCA of the breach and/or were not
 5 required to do so because affording FCA a reasonable opportunity to cure its breach of written
 6 warranty would have been futile. Defendant was also on notice of the defect from the
 7 complaints and service requests it received from Class Members, from repairs and/or
 8 replacements of the transmission or a component thereof, and through other internal sources.

9 148. As a direct and proximate cause of Defendant's breach, Plaintiffs and Class
 10 Members suffered, and continue to suffer, damages, including economic damages at the point
 11 of sale or lease. Additionally, Plaintiffs and Class Members either have incurred or will incur
 12 economic damages at the point of repair in the form of the cost of repair.

13 149. Additionally, FCA breached the express warranty by performing illusory
 14 repairs. Rather than repairing the vehicles pursuant to the express warranty, FCA falsely
 15 informed class members that there was no problem with their vehicle, performed ineffective
 16 software flashes, or replaced defective components in the ZF 9HP Automatic Transmissions
 17 with equally defective components, without actually repairing the vehicles.

18 150. Plaintiffs and Class Members are entitled to legal and equitable relief against
 19 Defendant, including actual damages, consequential damages, specific performance,
 20 attorneys' fees, costs of suit, and other relief as appropriate.

21 **SIXTH CAUSE OF ACTION**

22 **(For Unjust Enrichment)**

23 151. Plaintiffs incorporate by reference the allegations contained in the preceding
 24 paragraphs of this Complaint.

25 152. Plaintiffs bring this cause of action, in the alternative, on behalf of themselves
 26 and on behalf of the Class Members against Defendant.

27 153. As a direct and proximate result of Defendant's failure to disclose known
 28 defects and material misrepresentations regarding known defects, Defendant has profited

1 through the sale and lease of said vehicles. Although these vehicles are purchased through
 2 Defendant's agents, the money from the vehicle sales flows directly back to Defendant.

3 154. Additionally, as a direct and proximate result of Defendant's failure to disclose
 4 known defects and material misrepresentations regarding known defects in the Class Vehicles,
 5 Plaintiffs and Class Members have vehicles that require high-cost repairs that can and
 6 therefore have conferred an unjust substantial benefit upon Defendant.

7 155. Defendant has therefore been unjustly enriched due to the known defects in the
 8 Class Vehicles through the use of funds that earned interest or otherwise added to Defendant's
 9 profits when said money should have remained with Plaintiffs and Class Members.

10 156. As a result of the Defendant's unjust enrichment, Plaintiffs and Class Members
 11 have suffered damages.

12 RELIEF REQUESTED

13 157. Plaintiffs, on behalf of themselves and all others similarly situated, requests the
 14 Court to enter judgment against Defendant, as follows:

- 15 (a) An order certifying the proposed Class and Sub-Classes, designating
 16 Plaintiffs as named representatives of the Class, and designating the
 17 undersigned as Class Counsel;
- 18 (b) A declaration that Defendant are financially responsible for notifying all
 19 Class Members about the defective nature of the ZF 9HP Automatic
 20 Transmission, including the need for periodic maintenance;
- 21 (c) An order enjoining Defendant from further deceptive distribution, sales,
 22 and lease practices with respect to Class Vehicles; compelling
 23 Defendant to issue a recall for the Class Vehicles pursuant to the
 24 applicable NHTSA guidelines; compelling Defendant to remove, repair,
 25 and/or replace the Class Vehicles' ZF 9HP Automatic Transmissions
 26 with suitable alternative product(s) that do not contain the defects
 27 alleged herein; enjoining Defendant from selling the Class Vehicles
 28 with the misleading information; and/or compelling Defendant to reform

1 its warranty, in a manner deemed to be appropriate by the Court, to
 2 cover the injury alleged and to notify all Class Members that such
 3 warranty has been reformed;

4 (d) A declaration requiring Defendant to comply with the various
 5 provisions of the Song-Beverly Act alleged herein and to make all the
 6 required disclosures;

7 (e) An award to Plaintiffs and the Class for compensatory, exemplary, and
 8 statutory damages, including interest, in an amount to be proven at trial,
 9 except at this time Plaintiffs do not pray for any monetary damages as a
 10 result of Defendant's violation of the California Consumer Legal
 11 Remedies Act;

12 (f) Any and all remedies provided pursuant to the Song-Beverly Act,
 13 including California Civil Code section 1794;

14 (g) A declaration that Defendant must disgorge, for the benefit of the Class,
 15 all or part of the ill-gotten profits it received from the sale or lease of its
 16 Class Vehicles, or make full restitution to Plaintiffs and Class Members;

17 (h) An award of attorneys' fees and costs, as allowed by law;

18 (i) An award of attorneys' fees and costs pursuant to California Code of
 19 Civil Procedure § 1021.5;

20 (j) An award of pre-judgment and post-judgment interest, as provided by
 21 law;

22 (k) Leave to amend the Complaint to conform to the evidence produced at
 23 trial; and

24 (l) Such other relief as may be appropriate under the circumstances.

25 **DEMAND FOR JURY TRIAL**

26 158. Plaintiffs demand a trial by jury of any and all issues in this action so triable.
 27
 28

1 Dated: July 28, 2015

Respectfully submitted,

2 Capstone Law APC

3 

4 By: _____

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5 Robert Friedl

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6 Cody R. Padgett

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8 Albert Granillo, and Desiree Nava